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सं. 17] नई दिल्ली, अप्रैल 18—अप्रैल 24, 2010, शनिवार/चैत्र 28—वैशाख 4, 1932
No. 17] NEW DELHI, APRIL 18—APRIL 24, 2010, SATURDAY/CHAITRA 28—VAISAKHA 4, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्यालय आयुक्त, केन्द्रीय उत्पाद एवं सीमा शुल्क

अधिसूचना क्र. 06/2010

भोपाल, 5 अप्रैल, 2010

का.आ.1028.—श्री आई.डी. उइके, अधीक्षक, समूह 'ख', केन्द्रीय उत्पाद एवं सीमा शुल्क, आयुक्तालय भोपाल, निवर्तन की आयु प्राप्त करने पर दिनांक 31 मार्च, 2010 को अपराह्न में शासकीय सेवा से निवृत्त हुए।

[सी. सं. II(25)01/2000/स्था.-I]

देवज्योति भट्टाचार्य, अपर आयुक्त (का./स.)

OFFICE OF THE COMMISSIONER, CUSTOMS,
CENTRAL EXCISE & SERVICE TAX

Notification No. 06/2010

Bhopal, the 5th April, 2010

S.O. 1028.—Shri I.D. Ukey, Superintendent, Group 'B' Customs & Central Excise, Bhopal having attained the age of superannuation, retired from Government service in the afternoon of 31st March, 2010.

[C.No. II(25)01/2000/Estt.-I]

D. BHATTACHARYA, Addl. Commissioner (P&V)

मुख्य आयकर आयुक्त का कार्यालय

(आयकर विभाग)

बंगलूर, 3 मार्च, 2010

आवेदक का नाम : मेसर्स एडविंस थरापेटिक्स प्राइवेट लिमिटेड,
सं. 21 एवं 22, दूसरा फेस, पीन्या इंडस्ट्रियल
एरिया, बंगलूर-560058

आवेदन प्राप्त होने : 31-03-2009 की दिनांक

जिस अवधि निर्धारण : 01-04-2008 से (निर्धारण वर्ष 2009-10 से
वर्ष) के लिए

विचार किया जाना है।

आदेश की दिनांक : 3 मार्च, 2010

आयकर अधिनियम, 1961 की धारा 35 (1) (ii) के
अधीन आदेश

का. आ. 1029.—आयकर अधिनियम, 1961 (1961 का
43) की धारा 35 के खंड (1) के उप-खंड (ii) द्वारा (आयकर
नियम 1962 के नियम 5एफ के साथ पढ़ें) प्रदत्त शक्तियों के अनुसार

मैं मुख्य आयकर आयुक्त, बेंगलूर-1 निम्नलिखित शर्तों पर उपर्युक्त धारा के उद्देश्य के लिए मैसर्स एडविनस थेरापेयुटिक्स प्राइवेट लिमिटेड, बेंगलूर-560058 को दिनांक 01-04-2008 (निर्धारण वर्ष 2009-10 से) से अनुमति प्रदान करता हूँ:-

- (i) कंपनी को प्रदत्त राशि का प्रयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा।
 - (ii) आवेदक अपने कर्मचारियों के माध्यम से अपनी परिसंपत्तियों का प्रयोग करते हुए वैज्ञानिक अनुसंधान करेंगे।
 - (iii) धारा 35 की उप-धारा (1) के खंड (ii) के अधीन अनुमोदित कंपनी को वैज्ञानिक अनुसंधान के लिए प्राप्त राशि के संबंध में अलग से वही खातों का रख-रखाव करना होगा ताकि अनुसंधान के लिए प्रयुक्त राशि के बारे में बताया जा सके, एक लेखाकार द्वारा ऐसे वही खाताओं की लेखा-परीक्षा की जाए, ऐसी लेखा परीक्षा की गई बहियों की रिपोर्ट को मामले के क्षेत्राधिकार में आने वाले आयकर आयुक्त के समक्ष लेखाकार द्वारा हस्ताक्षरित एवं सत्यापित कर धारा 139 की उप-धारा (1) के अधीन आय की विवरणी के प्रस्तुत की देय दिनांक से पूर्व प्रस्तुत करें।
- स्पष्टीकरण :- इस खंड के लिए "लेखाकार" का अर्थ आयकर अधिनियम की धारा 288 की उप-धारा (2) में दिए गए स्पष्टीकरण में किए गए अनुसार होना चाहिए।
- (iv) कंपनी को दान में प्राप्त राशि के लिए तथा अनुसंधान के लिए प्रयुक्त राशि के लिए अलग से विवरणी रखनी होगी तथा उप नियम (3) में संदर्भित लेखा-परीक्षा की रिपोर्ट के साथ लेखा परीक्षक द्वारा प्रमाणित ऐसे विवरणी की प्रति संलग्न की जानी चाहिए।
 - (v) अनुमोदन के बाद कंपनी को प्रति वर्ष धारा 139 की उप-धारा (1) के अधीन आय की विवरणी देय दिनांक के अंदर निम्नलिखित सूचनाओं के साथ आयकर आयुक्त को विवरणी प्रस्तुत करनी होगी।

- (ए) पिछले वर्षों के दौरान उनके द्वारा लिए गए अनुसंधान कार्य के संबंध में एक विस्तृत टिप्पणी,
- (बी) वर्ष के दौरान राष्ट्रीय अथवा अंतर्राष्ट्रीय पत्रिकाओं में प्रकाशित अनुसंधान लेखों का सारांश,
- (सी) वर्ष के दौरान मांगे गए अथवा पंजीकृत किसी प्रकार का पेटेंट अथवा अन्य अधिकार,
- (डी) अगले वर्षों के दौरान लिए जाने वाले अनुसंधान प्रोजेक्ट के कार्यक्रम तथा ऐसे विषयों के लिए आवंटित वित्तीय राशि।

[फा. सं. मु.आ.आ.1/तक. 1/35(1) (ii)/2/09/10]

एम. एल. अग्रवाल, मुख्य आयकर आयुक्त

CHIEF COMMISSIONER OF INCOME TAX (INCOME TAX DEPARTMENT)

Bangalore, the 3rd March, 2010

Name of the applicant : M/s. Advinus Therapeutics
Private Ltd. No. 21 & 22, Phase
II, Peenya Industrial Area,
Bangalore 560058

Date of receipt of application : 31-03-2009

Period (Asst. Year) for : 01-04-2008 onwards (AY 2009-10 onwards)

Date of Order : 3rd March, 2010

Order Under Sec. 35(1) (iia) of the Income Tax Act, 1961

S.O. 1029.—In exercise of the powers conferred on me by Sub-clause (iia) of Clause (1) of the Section 35 of the Income-tax Act, 1961 (43 of 1961) read with Rule 5F of the IT Rule, 1962, I, Chief Commissioner of Income-tax, Bangalore-I, hereby accord approval to M/s. Advinus Therapeutics Pvt. Ltd., Bangalore- 560058 for the purpose of the said section for the period from 01-4-2008 onwards (AY 2009-10 onwards), subject to the conditions mentioned hereunder :

- (i) The sum paid to the company shall be used for scientific research.
- (ii) The applicant shall carry on scientific research through its own employees using its own assets.
- (iii) A company approved under clause (iia) of Sub-section (1) of Section 35 shall maintain separate books of account in respect of the sums received by it for scientific research, reflect therein the amount used for carrying on research, get such books of account audited by an accountant, and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under Sub-section (1) of Section 139.

Explanation.—For the purpose of this clause "accountant" shall have the same meaning as assigned to it in the explanation to Sub-section (2) of Section 288 of the IT Act.

- (iv) The company shall maintain a separate statement of donations received and the amount used for research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to in sub rule (3).

- (v) Subsequent to the approval, the company shall every year, by the due date of furnishing the return of income under Sub section (1) of Section 139, furnish a statement to the Commissioner of Income-tax containing the following information, namely :-

- a detailed note on the research work undertaken by it during the previous year;
- a summary of research articles published in national or international journals during the year.
- any patents or other similar rights applied for or registered during the year;
- program of research projects to be undertaken during the forthcoming year and the financial allocation of such subjects.

[F. No. CC-I/Tech.-I/35(1)(ii)/2/09-10]

M. L. AGRAWALL, Chief Commissioner of Income Tax,

सचिवालय प्रशिक्षण तथा प्रबंध संस्थान

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 12 अप्रैल, 2010

का. आ. 1030.— श्री बी.एस. बंगारी, अनुभाग अधिकारी, सचिवालय प्रशिक्षण तथा प्रबंध संस्थान द्वारा अधिवर्षिता की आयु प्राप्त करने पर, उन्हें 31 मार्च, 2010 (अपराह्न) से सरकारी सेवा से कार्यमुक्त किया जाता है।

[सं. ए-38012/2/2009-स प्र प्र सं./31]

चन्दन मुखर्जी, उप निदेशक (प्रशासन)

INSTITUTE OF SECRETARIAT TRAINING AND MANAGEMENT

(Department of Personnel and Training)

New Delhi, the 12th April, 2010

S.O. 1030.—Consequent upon his attaining the age of superannuation, Shri B.S. Bangari, Section Officer, Institute of Secretariat Training & Management, is retired

from Government Service with effect from the afternoon of dated 31st March, 2010.

[No. A-38012/2/2009-ISTM/31]

CHANDAN MUKHERJEE, Dy. Director (Admin.)

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 2 फरवरी, 2010

का.आ. 1031.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार भारतीय आयुर्विज्ञान परिषद से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात्:-

“द तमिलनाडु डॉ. एम.जी. आर. मेडिकल यूनिवर्सिटी, चैन्नई, तमिलनाडु” के सामने शीर्षक “मान्यता प्राप्त चिकित्सा अर्हता” स्तम्भ (2) में के अंतर्गत तथा शीर्षक “पंजीकरण के लिए संक्षेपण” स्तम्भ [(3) में] के अंतर्गत निम्नलिखित जोड़ा जाएगा, अर्थात्:-

2	3
बैचलर ऑफ मेडिसिन एंड बैचलर ऑफ सर्जरी	एम.बी.बी.एस.
	(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी यदि यह कन्या कुमारी गर्वनमेंट मेडिकल कॉलेज, असारी-पल्लम, तमिलनाडु में प्रशिक्षित छात्रों के संबंध में “द तमिलनाडु डॉ. एम. जी.आर. मेडिकल यूनिवर्सिटी, चैन्नई तमिलनाडु द्वारा अप्रैल, 2009 के उपरांत प्रदान की गई हो।)

[सं. यू. 12012/101/2003-एम ई (पी II)]

के.बी.एस.राव, उप सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 2nd February, 2010

S.O. 1031.—In exercise of the powers conferred by Sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said First Schedule against “The Tamil Nadu Dr. MGR Medical University, Chennai, Tamil Nadu” under the heading ‘Recognized Medical Qualification’ [in column (2)] and under the heading “Abbreviation for

Registration" [in column (3)], the following shall be inserted, namely:—

2	3
Bachelor of Medicine and Bachelor of Surgery	M.B.B. S. (This shall be a recognized medical qualification when granted by the Tamil Nadu Dr. MGR Medical Univer- sity, Chennai, Tamil Nadu after April 2009 in respect of students trained at Kanyakumari Government Medical College, Asari- pallam, Tamil Nadu)

[No. U. 12012/101/2003-ME(P-II)]

K. V.S. RAO, Dy. Secy.

नई दिल्ली, 18 फरवरी, 2010

का.आ. 1032.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार भारतीय आयुर्विज्ञान परिषद से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में एतद्द्वारा निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त प्रथम अनुसूची में "यूनिवर्सिटी ऑफ कालीकट" के सामने शीर्षक "मान्यता प्राप्त चिकित्सा अर्हता" [स्तम्भ (2) में] के अंतर्गत तथा शीर्षक "पंजीकरण के लिए संक्षेपण" [स्तम्भ (3) में] के अंतर्गत निम्नलिखित जोड़ा जाएगा, अर्थात्:—

2	3
बैचलर ऑफ मेडिसिन एंड बैचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी यदि यह समईएस मेडिकल कॉलेज, मल्लापूरम, केरल में प्रशिक्षित छात्रों के संबंध में "यूनिवर्सिटी ऑफ कालीकट" द्वारा अक्टूबर, 2009 के उपरांत प्रदान की गई हो।)

[सं. यू. 12012/118/2002-एम.ई. (पी. II)]

सी. एस. मिश्रा, अवर सचिव

New Delhi, the 18th February, 2010

S.O. 1032.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule against "University of Calicut" under the heading "Recognized Medical

Qualification" [in column (2)] and under the heading "Abbreviation for Registration" [in column (3)], the following shall be inserted, namely:—

2	3
Bachelor of Medicine and Bachelor of Surgery	M.B.B. S. (This shall be a recognized medical qualification when granted by University, of Calicut after October 2009 in respect of students being trained at M.E.S Medical College Malappuram, Kerala).

[No. U. 12012/118/2002-ME(P-II)]

J. S. MISHRA, Under Secy.

नई दिल्ली, 18 फरवरी, 2010

का.आ. 1033.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार भारतीय आयुर्विज्ञान परिषद से परामर्श करने के बाद उक्त अधिनियम की प्रथम अनुसूची में एतद्द्वारा निम्नलिखित और संशोधन करती है, अर्थात्:—

प्रथम अनुसूची में "देवी अहिल्या विश्वविद्यालय यूनिवर्सिटी इंदौर" के सामने शीर्षक "मान्यता प्राप्त चिकित्सा अर्हता" [स्तम्भ (2) में] के अंतर्गत शीर्षक एवं "पंजीकरण के लिए संक्षेपण" [स्तम्भ (3) में] शीर्षक के अंतर्गत निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:—

2	3
आयुर्विज्ञान तथा शल्य विज्ञान स्नातक	एम.बी.बी.एस. (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह श्री अरविन्दों आयुर्विज्ञान संस्थान, इंदौर, मध्य प्रदेश के छात्रों के संबंध में देवी अहिल्या विश्व विद्यालय यूनिवर्सिटी, इंदौर द्वारा मई 2009 के बाद प्रदान की गई हो।)

[सं. यू. 12012/118/2003-एम.ई. (पी. II)]

सी. एस. मिश्रा, अवर सचिव

New Delhi, the 18th February, 2010

S.O. 1033.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule against "Devi Ahilya

Vishwa Vidhyalaya University Indore" under the heading 'Recognized Medical Qualification' [in column (2)] and under the heading 'Abbreviation for Registration' [in column(3)], the following shall be inserted, namely:-

2	3
Bachelor of Medicine and Bachelor of Surgery	M.B.B. S. (This shall be a recognized medical qualification when granted by Devi Ahilya Vishwa Vidhyalaya University, Indore after May 2009 in respect of students of Sri Aurobindo Institute of Medical Sciences, Indore, Madhya Pradesh.

[No. U. 12012/110/2003-ME(P-II)]

C.S. MISHRA, Under Secy.

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

आदेश

नई दिल्ली, 16 अप्रैल, 2010

का.आ. 1034.—केंद्रीय सरकार निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और परिषद से परामर्श करने के पश्चात्, निर्यात से पूर्व भारत के निर्यात व्यापार के विकास के लिए ऐसा आवश्यक तथा समीचीन है वह "पोषण भोज्य और पूर्व मिश्रण" निर्यात के लिए क्वालिटी नियंत्रण और निरीक्षण के अधीन होंगे;

और, आयातित देशों की उच्चतम क्वालिटी मानकों और नियत स्वास्थ्य अपेक्षाओं को बनाये रखने के लिए यह आवश्यक है कि राष्ट्रीय/अंतर्राष्ट्रीय स्तर पर विहित मानकों को सम्मिलित करेंगे;

और, आयातित देशों की अपेक्षाओं के संदर्भ में समतुल्य उपयुक्त शर्तों को सुनिश्चित करने के लिए मानीटरी की प्रक्रिया के लिए उपबंध किए जाए;

पोषण भोज्य और पूर्व मिश्रण के उत्पादन, भण्डारण और परिवहन के लिए स्वास्थ्य अपेक्षाएं अधिकथित की जानी चाहिए;

और प्रसंस्करणकर्ता का यह सुनिश्चित करने का प्राथमिक दायित्व है कि पोषण भोज्य और पूर्व मिश्रण इस आदेश में अधिकथित स्वास्थ्य अपेक्षाओं को पूरा करे;

और, केंद्रीय सरकार ने उक्त प्रयोजनों के लिये नीचे विनिर्दिष्ट प्रस्ताव बनाये हैं और उन्हें निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम, 11 के उपनियम (2) की अपेक्षानुसार निर्यात निरीक्षण परिषद को भेज दिया है; और

अतः अब, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम 1964 के नियम 11 के उप-नियम (2) के अनुसरण में, केंद्रीय सरकार उक्त प्रस्तावों को जनता की जानकारी के लिए जिनके उनसे

प्रभावित होने की संभावना है, प्रकाशित करती है और यह सूचना दी जाती है कि कोई व्यक्ति जो उक्त प्रस्तावों के संबंध में कोई आक्षेप या सुझाव देना चाहता है तो वह इस आदेश के राजपत्र में प्रकाशन की तारीख से तीस दिनों के भीतर उसे भारतीय निर्यात निरीक्षण परिषद तीसरा तल, नई दिल्ली, वाईएमसीए कल्चरल सेन्टर बिल्डिंग, 1 जयसिंह रोड, नई दिल्ली-110001 को इस पर विचार के लिए भेज सकता है।

प्रस्ताव

1. यह अधिसूचित करना कि "पोषण भोज्य और पूर्व मिश्रण" निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होंगे;
2. इस आदेश से संलग्न उपाबंध में अधिकथित "पोषण भोज्य और पूर्व मिश्रण" निर्यात (क्वालिटी नियंत्रण, निरीक्षण और मानीटरींग) नियम, 2010 के प्रारूप के अनुसार क्वालिटी नियंत्रण और निरीक्षण के प्रकार को विनिर्दिष्ट करना;
3. इस आदेश में संलग्न अनुसूची में यथावर्णित विनिर्देशों को "पोषण भोज्य और पूर्व मिश्रण" के लिये मानक विनिर्देश के रूप में मान्यता देना।
4. अंतरराष्ट्रीय व्यापार के अनुक्रम में "पोषण भोज्य और पूर्व मिश्रण" का निर्यात तब तक प्रतिपिद्ध होगा जब तक कि वह उसे लागू मानकों के अनुरूप न हो और उसके साथ यह प्रमाणपत्र होगा कि वे निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) के अधीन स्थापित अधिकरण द्वारा अनुमोदित और मानीटर किये गये हों।
5. इन आदेश में "पोषण भोज्य" से ऐसे सूक्ष्मजीव, या निर्मित पोषक भोज्य और पूर्व मिश्रण से भिन्न अभिप्रेत है जो एक या अधिक कृत्यों को करने के क्रम पोषक या जल का संसाधन किया जाता है तथा "पूर्व मिश्रण" से पोषक भोज्य के मिश्रण या एक या अधिक पोषक भोज्यों का मिश्रण अभिप्रेत है जिसके वाहक के रूप में साथ पोषक सामग्री या जल का उपयोग किया जाता है जो पशुओं के लिए सीधे खाद्य उपभोग के लिए आशयित नहीं है।

अनुसूची

निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 की धारा 6 के खण्ड (ग) के अनुसार मान्यता प्राप्त "पोषण भोज्य और पूर्व मिश्रण" के लिए निम्नलिखित विनिर्देश होंगे:

(क) आयातकर्ता देशों के राष्ट्रीय मानक या अंतरराष्ट्रीय मानक; या

(ख) विदेशी क़ंता व निर्यातकों के मध्य करार पाये गये संबिदात्मक विनिर्देश जो आयातकर्ता देशों की स्वास्थ्य सुरक्षा और अन्य अपेक्षाओं को पूरा करते हों;

(ग) उपरोक्त (क) और (ख) की अनुपस्थिति में, समय-समय पर संशोधित यथाअधिसूचित राष्ट्रीय मानक।

परिशिष्ट

निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अधीन प्रस्तावित प्रारूप नियम

प्रारम्भिक

1. संक्षिप्त नाम और प्रारम्भ:

- (i) इन नियमों का संक्षिप्त नाम पोषक भोज्य और पूर्व मिश्रण निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 2010 है।
- (ii) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. परिभाषाएं: इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो, निम्नलिखित परिभाषाएं लागू होंगी;

(क) "अधिनियम" से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है;

(ख) "अधिकरण" से अधिनियम की धारा 7 के अधीन क्वालिटी नियंत्रण या निरीक्षण या दोनों स्थापित या मान्यता प्राप्त कोई अधिकरण अभिप्रेत है;

(ग) "एंटीमाइग्रोबेलस" से या संश्लिष्ट या प्राकृतिक रूप से उत्पन्न किए गए पदार्थ अभिप्रेत हैं जो सूक्ष्मजीव जिसके अंतर्गत, वाइरस या फफूंदी या परजीवी विशेष रूप से प्रोटोजोवा की वृद्धि को समाप्त करने या रोकते हैं।

(घ) "अपील प्राधिकारी" से निदेशक (क्वालिटी नियंत्रण और निरीक्षण) अभिप्रेत है;

(ङ) "एंटीबायोटिक्स" से किसी सूक्ष्मजीव द्वारा उत्पन्न या से व्युत्पन्न किसी सूक्ष्मजीव के साथ अन्य सूक्ष्मजीव की वृद्धि को नष्ट करना या समाप्त करना अभिप्रेत है;

(च) "प्रमाणपत्र" से अधिनियम की धारा 7 की उपधारा (3) के अधीन जारी किया जाना वाला प्रमाणपत्र अभिप्रेत है जो कि वस्तु की बाबत क्वालिटी नियंत्रण और निरीक्षण की बाबत शर्तों की पुष्टि करता है;

(छ) "कोकीडायोस्टेट और हिस्टोमोनोस्टेट" से प्रोटोजोवा को मारने या समाप्त करने के आशयित पदार्थ अभिप्रेत है;

(ज) "सक्षम प्राधिकारी" से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अधीन स्थापित निर्यात निरीक्षण अधिकरण मुम्बई, कोलकाता, चेन्नई, दिल्ली और कोच्ची अभिप्रेत है;

(झ) "परिषद्" से अधिनियम की धारा 3 के अधीन स्थापित निर्यात निरीक्षण परिषद् अभिप्रेत है,

(त्र) "प्रेषण देश" से वह देश अभिप्रेत है, जिसको उत्पाद भारत से प्रेषित किये जाते हैं,

(ट) "स्थापन" से किसी पोषण कारवाद की कोई इकाई अभिप्रेत है,

(ठ) "पोषक भोज्य" से ऐसे पदार्थ, सूक्ष्मजीवी विनिर्मित,

पोषण सामग्री और पूर्व मिश्रण से भिन्न अभिप्रेत है जो एक या अधिक कृत्यों का अनुपालन करने के क्रम में साशय खाद्यमिश्रक को मिलाकर बनाए जाते हैं।

(ड) "पूर्व मिश्रण" से ऐसे पोषक भोज्यों का मिश्रण या खाद्य सामग्री के साथ एक या अधिक पोषक भोज्यों का मिश्रण या जल को वाहक के रूप में उपयोग किया जाता है जो पशु के लिए सीधे खिलाने के लिए आशयित नहीं है।

(ढ) "अधिकतम अवशिष्ट सीमा" से एडीसीव पशु पोषण में किसी भोज्यों का उपयोग से अवशिष्ट के अधिकतम सान्द्रता अभिप्रेत है जो समाज द्वारा किसी खाद्य भोज्यों या विधिक रूप से अनुज्ञात रूप से स्वीकार किए गए या मान्यता से स्वोकार्यता की अधिकतम अवशिष्ट सीमा हैं।

3. अनुपालन का आधार- (1) प्रसंस्करणकर्ता का यह सुनिश्चित करने का दायित्व होगा कि वे निर्यात के आशयित पोषक भोज्य और पूर्व मिश्रण का उत्पादन, भंडारण और परिवहन के सभी स्तरों पर प्रबन्ध और प्रसंस्करण में अच्छी विनिर्माण पद्धति (जीएमपी) और अच्छे स्वास्थ्य कर (जीएचपी) पद्धति पर आधारित परिसंकटमय विश्लेषण और क्रान्तिक नियंत्रण (एचएसीसीपी) बिन्दुओं को अपनाए और उत्पाद अधिनियम की धारा 6 के अधीन केंद्रीय सरकार द्वारा आदेश में दी गयी विनिर्देशों के अनुरूप हैं।

(2) सक्षम प्राधिकारी यह सुनिश्चित करेगा कि अनुमोदित स्थापन की यह स्थापित करने के लिए नियमित मानीटरिंग की जाएगी कि पोषक भोज्य और पूर्व मिश्रण के उत्पादन, भंडारण और परिवहन के सभी स्तरों में स्थापन द्वारा परिसंकटमय विश्लेषण और क्रान्तिक बिन्दुओं सिद्धान्त (एचएसीसीपी) जिसके अंतर्गत अच्छी विनिर्माण पद्धति (जीएमपी) और अच्छी स्वास्थ्यकर पद्धति (जीएचपी) को क्रियान्वित किया जाएगा। स्कीम के प्रभावी मानीटरिंग के लिए परिषद आवश्यक अनुदेश जारी करेगी।

(3) किसी राज्य या केंद्रीय सरकार द्वारा वाणिज्य या पार्श्ववर्णीय या संरक्षण के उपायों की बाबत अधिरोपित किसी कानूनी निर्वन्धनों का पालन किया जाएगा।

(4) पोषक भोज्य और पूर्व मिश्रण का निर्यात निम्नलिखित शर्तों के अधीन होगा :

(i) पोषक भोज्य का और आबंटन एक या अधिक क्रिया समूहों में उपाबंध-1 के अनुसार किया जाएगा।

(ii) कतिपय पोषक भोज्य और पूर्व मिश्रण के लिए उपाबंध-2 में विनिर्दिष्ट लेबल की अपेक्षा होगी।

(iii) उपयोग की साधारण शर्तें उपाबंध-3 के अनुसार होगी।

(iv) परिसंकटमय विश्लेषण और क्रान्तिक नियंत्रण बिन्दु (एचएसीसीपी) और स्वयं जांच प्रणाली का निम्नलिखित रूप में कार्यान्वयन करेगा अनुमोदित स्थापन जो सभी समय स्थापनों के सभी भागों और ईकाई द्वारा अपनाए जाने वाले पोषक भोज्य और पूर्व मिश्रण के उत्पादन, भंडारण और परिवहन के सभी स्तरों पर परिसंकटमय विश्लेषण और क्रान्तिक नियंत्रण बिन्दु (एचएसीसीपी) अच्छी विनिर्माण पद्धति (जीएमपी) अच्छी स्वास्थ्यकर पद्धति (जीएचपी) और उचित नियंत्रण उपाय अपनाएंगे और स्थापना जिसके लिए सक्षम प्राधिकारी के सत्यापन के लिए अभिलेख रखे जाएंगे।

- (क) उत्पादन और स्थापना के क्रान्तिक सीमाओं के प्रत्येक स्तर पर के अधीन संभाव्य परिसंकटमय की पहचान करना ।
- (ख) प्रक्रियाओं के जटिल नियंत्रण बिन्दुओं की पहचान करना तथा सत्यापन प्रक्रिया का विकास करना, और
- (ग) सत्यापन के लिए अभिलेखों का रखरखाव करना ।

प्रसंस्करणकर्ता द्वारा प्रेषित प्रत्येक बैच की अनुपर्णसीलता को सुनिश्चित करने के लिए एक प्रणाली प्रारम्भ करना ।

(v) पोषक भोज्य और पूर्व मिश्रण पर सुस्पष्ट और स्थायी रूप से चिन्हांकित और निम्नलिखित सूचनाओं के साथ की जाएंगी ।

- (क) कृत्यकारी नाम के साथ भोज्य का विशिष्ट नाम;
- (ख) प्रसंस्करणकर्ता या विनिर्माता का नाम और पता;
- (ग) समनुदेशित अनुमोदन सं. रजिस्ट्रीकरण संख्या सहित;
- (घ) उपभोग के लिए निदेश;
- (ङ) पहचान संख्या;
- (च) बैच या लॉट संख्या;
- (छ) प्रसंस्करण या विनिर्माण का वर्ष, मास और तारीख;

(ण) पूर्व मिश्रण की दशा में "पूर्व मिश्रण शब्द" स्पष्ट अक्षरों में जो स्पष्ट तौर पर और पदार्थ के वाहक को आवश्यक रूप से चोषित किया जाएगा ।

(vi) यह समाधान हो जाने पर कि स्थापन उन क्रियाकलापों जिन्हें वे करते हैं की प्रकृति को ध्यान में रखते हुए अपेक्षाओं को पूरा करते हैं, सक्षम प्राधिकारी ऐसे संस्थापन को अनुमोदन प्रदान करेगा ।

(vii) सक्षम प्राधिकारी यदि अपेक्षाएं पूरी नहीं की जाती हैं तो आवश्यक उपाय जिसके अंतर्गत कारण बताओं सूचना का जारी किया जाना, उत्पादन को निलम्बित करना, स्थापन को स्वीकृति को वापिस लेना भी है करेगा ।

(viii) सक्षम प्राधिकारी के उत्तरदायित्व के अधीन नियमित रूप से स्थापन का निरीक्षण और मानीटरिंग करते हैं जो सभी समयों पर स्थापनों के सभी भागों और इकाई द्वारा अपनाए जाने वाले नियंत्रण उपायों से सम्बद्ध अभिलेखों तक पहुंच रखेगा तथा इस अधिसूचना की अपेक्षाओं का अनुपालन को सुनिश्चित करेगा ।

5. प्रमाणीकरण-(1) सक्षम प्राधिकारी प्रसंस्करणकर्ता या निर्यातकर्ता के अनुरोध पर यूरोपियन यूनियन को निर्यात के लिए बने पोषक भोज्य और पूर्व मिश्रण के लिए स्वास्थ्य प्रमाणपत्र जारी करेगा ।

(2) सक्षम प्राधिकारी, प्रसंस्करणकर्ता व निर्यातकर्ता के अनुरोध पर अपना यह समाधान हो जाने के पश्चात कि संबंधित मानकों की अपेक्षाओं को पूरा किया गया है प्रमाणपत्र भी जारी करेगा ।

6. फीस-(1) स्थापन के अनुमोदन के लिए आवेदन के साथ प्रसंस्करणकर्ता द्वारा रु. 5000 की फीस संदत्त की जाएगी ।

(2) निर्यातकर्ता या प्रसंस्करणकर्ता द्वारा पोत पर्यन्त शुल्क के 0.2 प्रतिशत की दर से सक्षम प्राधिकारी को मानीटरिंग करने के लिए फीस संदत्त की जाएगी ।

टिप्पण:- प्रसंस्करणकर्ता/निर्यातक द्वारा संदेय प्रत्येक प्रेषण

के लिए फीस की रकम को रुपए के निकटतम तक पूर्णांकित किया जाएगा और इस प्रयोजन के लिए जहाँ ऐसी राशि में रुपए का भाग सम्मिलित है वहाँ यदि ऐसा भाग 50 पैसे या अधिक है तो एक रुपए जोड़ दिया जाएगा, और यदि 50 पैसे से कम है तो उस पर ध्यान नहीं दिया जाएगा ।

अपील:- (1) निम्नलिखित से व्यथित किसी व्यक्ति द्वारा ।

(क) नियम 4 (vi) के अनुसार अनुमोदन न दिए जाने का सक्षम प्राधिकारी का विनिश्चय;

(ख) नियम 4 (vii) के अनुसार अनुमोदन वापस का सक्षम प्राधिकारी का विनिश्चय;

(ग) नियम 5 के अनुसार सक्षम प्राधिकारी का स्वास्थ्य प्रमाणपत्र जारी करने से इंकार, और ऐसे विनिश्चय की प्राप्ति के 45 दिनों के भीतर केंद्रीय सरकार द्वारा नियुक्त अपीलीय प्राधिकारी को अपील की जा सकेगी ।

(2) अपील का निपटारा उसकी प्राप्ति के 15 दिनों के भीतर किया जाएगा ।

[फा. सं. 3/59/2007-ईआई एण्ड ईपी]

किरण पुरी, निदेशक

योज्य समूह

उपाबंध-1

(नियमों के खंड 4 का उपखंड -1 देखें)

1. प्रौद्योगिकीय योज्य :-

प्रौद्योगिकीय योज्य प्रवर्ग में निम्नलिखित कृत्यकारी समूह में निम्नलिखित प्रौद्योगिकीय योज्य प्रवर्ग में सम्मिलित हैं, अर्थात् :-

(क) परिरक्षक: ऐसे पदार्थ या जब लागू हो, ऐसे सूक्ष्मजीव जो पोषक को सूक्ष्मजीवों या उनके उपापचयों के द्वारा अवनति होने से संरक्षा देते हैं ;

(ख) प्रति आक्सीकारक: ऐसे पदार्थ जो आक्सीकरण के कारण होने वाले अवनति से खाद्य पदार्थों तथा खाद्य सामग्रियों की संरक्षा कर उनकी भंडारण आयु बढ़ाते हैं;

(ग) पायसीकरण: ऐसे पदार्थ जो खाद्य पदार्थों में दो अथवा उससे अधिक अमिश्रणीय अवस्थाओं का समरूप मिश्रण बनाने अथवा उसे बनाए रखने संभव करते हैं;

(घ) स्थिरीकारक: ऐसे पदार्थ जो खाद्य पदार्थों की भौतिक रसायनिक अवस्था को बनाए रखना संभव करते हैं ।

(ङ) प्रगाढक: ऐसे पदार्थ जो खाद्य पदार्थों की श्यानता बढ़ाते हैं;

(च) जेलीकारण अभिकर्मक: ऐसे पदार्थ जो किसी जेल की विरचना कर खाद्य पदार्थ की संरचना करते हैं;

(छ) योजक: ऐसे पदार्थ जो खाद्य पदार्थों के अणुओं के आसंजन की क्षमता को बढ़ाते हैं;

(ज) रेडियो न्यूक्लाइड संदूषण के नियंत्रण के लिए पदार्थ ऐसे पदार्थ : जो रेडियोन्यूक्लाइड के अवशोषण को निरुद्ध करते हैं या उनके उत्सर्जन को वर्धित करते हैं;

(झ) प्रति पिंडक अभिकर्मक: ऐसे पदार्थ जो खाद्य पदार्थों के प्रत्येक कण की चिपकने की प्रवृत्ति का कम करते हैं;

(त्र) अम्लता विनियामक: ऐसे पदार्थ जो खाद्य पदार्थों की पीएच को समायोजित करते हैं;

(ट) साइलेज भोज्य: ऐसे पदार्थ, जिसमें तत्व सहित एंजाइम या सूक्ष्म जीव, जो खाद्य में साइलेज के उत्पादन में सुधार करने के आशय से सम्मिलित किए जाते हैं; और

(ठ) विकृतिकारक: ऐसे पदार्थों जिनका प्रयोग यदि प्रसंस्कृत खाद्य पदार्थों के निर्माण में किया जाए तो वे विशिष्ट खाद्य या खाद्य सामग्रियों के उद्भव की पहचान करवाते हैं।

2. संवेदी योजक: जो संवेदी योजक प्रवर्ग में ऐसा कोई पदार्थ, जिसके खाद्य में भोज्य करने से: खाद्य में सुधार या खाद्य की इन्द्रियग्राही गुणधर्म में परिवर्तन या उनके दृश्य विशेषताओं में संवेदीयोजक के वर्ग में आते हैं इनके निम्नलिखित कृत्यकारी समूह सम्मिलित हैं, अर्थात्:-

(क) रंजक:

(i) ऐसे पदार्थ जो खाद्य पदार्थों में रंग लाते हैं या रंग को फिर से लाते हैं;

(ii) ऐसे पदार्थ जो पशुओं को खिलाए जाने पर पशु उद्भव के खाद्य पदार्थों को रंग योग्य कर देते हैं; और

(iii) ऐसे पदार्थ जो सजावटी मछलियों या पक्षियों के रंग पर अनुकूल प्रभाव डालते हैं,

(ख) सुगंधित वासक मिश्रण:- ऐसे पदार्थ जिनको सम्मिलित करने से खाद्य की खुशबु और रुचिकर बढ़ जाती है।

3. पौषणिक योग्य: निम्नलिखित कृत्यकारी समूह शामिल हैं:-

(क) विटामिन, प्रो विटामिन और समान प्रभाव रखने वाले सुस्पष्ट परिभाषित पदार्थ;

(ख) सूक्ष्म मात्रिक तत्व के मिश्रण;

(ग) एमिनो एसिड, उनके लवण और समतुल्य तत्व; और

(घ) यूरिया और उनके व्युत्पन्न।

4. जूओटैक्निकल योग्य: ऐसा कोई योग्य जिसका उपयोग पशुओं के अच्छे स्वास्थ्य के निष्पादन पर अनुकूल प्रभाव डालता है, या उसका उपयोग वर्ष निष्पादन अथवा पर्यावरण को अनुकूल प्रभाव डालता है निम्नलिखित कृत्यकारी समूह शामिल हैं :

(क) सुपाच्यता बढ़ाने वाले: ऐसे पदार्थ जो पशुओं को खिलाए जाने पर लक्षित खाद्य पदार्थों पर कार्रवाई करके भोजन की सुपाच्यता में वृद्धि करते हैं;

(ख) आन्त्र वनस्थिति स्थिरीकारक: सूक्ष्मजीव या अन्य रासायनिक रूप से परिभाषित पदार्थ, जो पशुओं को खिलाए जाने पर आन्त्र वनस्थिति पर सकारात्मक प्रभाव डालते हैं;

(ग) ऐसे पदार्थ जो पर्यावरण पर सकारात्मक प्रभाव डालते हैं; और

(घ) अन्य जूओटैक्निकल योग्य।

उपाबंध-2

[नियमों के खंड 4 का उपखंड -(ii) देखें]

कतिपय पोषक योग्य और पूर्व मिश्रण के लिए विशिष्ट लेबल की अपेक्षाएं

(क) जुओतकनीकी योग्य, को काक्सीडिस्टेट और हिस्टोमोनो स्टेट:

(i) उत्पादन की तिथि से अवसान या भंडारण आयु

(ii) प्रयोग के निर्देश; और

(iii) सान्द्रता

(ख) एन्जाइम उपर्युक्त संकेतों के अतिरिक्त

(i) दिए गए प्राधिकार पत्र के अनुसार सक्रिय घटक या, उनकी एन्जाइम क्रियाविधि के अनुसार घटकों का विशिष्ट नाम;

(ii) अनुमोदन संख्या, और

(iii) सान्द्रता के स्थान पर: क्रियाविधि की यूनिट (प्रतिग्राम क्रियाविधि की इकाई या प्रतिमिली लीटर क्रियाविधि की इकाई)

(ग) सूक्ष्मजीव:

(i) गारन्टी की तिथि से गारन्टी अथवा विनिर्माण की तारीख से भंडारण की आयु

(ii) प्रयोग के लिए निर्देश;

(iii) स्प्रेन पहचान संख्या; और

(iv) कोलोनी- बनाने वाली इकाई की संख्या प्रति ग्राम

(घ) पौषणिक योग्य :

(i) सक्रिय-पदार्थ स्तर और

(ii) अवसान की तारीख और या विनिर्माण की तारीख से भंडारण आयु

(ङ) वासन मिश्रणों को छोड़कर प्रौद्योगिकीय और संवेदी योग्य: सक्रिय पदार्थ स्तर।

(च) वासन मिश्रण: पूर्व मिश्रणों में समावेशन की दर।

उपाबंध-3

[नियमों के खंड 4 का उपखंड -(iii) देखें]

उपयोग के लिए साधारण शर्तें

1. योग्य का परिमाण जो कतिपय खाद्य सामग्रियों में प्राकृतिक अवस्था में भी विद्यमान होते हैं, उनकी मात्रा का आकलन किया जाएगा ताकि अलग से जोड़े गए तत्वों और प्राकृतिक रूप से विद्यमान तत्वों की कुल संख्या प्राधिकार विनियम में दिए गए अधिकतम स्तर से अधिक न हो।
2. योग्य के मिश्रण की अनुज्ञा केवल उन्हीं पूर्व मिश्रण और खाद्य पदार्थों में होगी जहाँ वांछित प्रभाव के संबंध में मिश्रण के घटकों के मध्य भौतिक रासायनिक तथा जैविक संगति हो।

3. अनुपूरक खाद्य पदार्थ, यथाविनिर्दिष्ट तनुकृत, योज्यों का अंतर्विष्ट स्तर वह नहीं होगा जो पूर्ण खाद्य पदार्थों के लिए नियत सीमा से अधिक होगा।

4. साइलेजो योज्य वाले पूर्व मिश्रण की दशा में, साइलेज योज्य का शब्द लेबल पर स्पष्ट रूप से लिखे होने चाहिए।

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

ORDER

New Delhi, the 16th April, 2010

S.O. 1034.— Whereas, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government, after consulting the Council, is of the opinion that it is necessary and expedient so to do for the development of the export trade of India, that 'feed additives and premixtures' should be subject to quality control and inspection prior to export;

And, whereas, it is necessary to maintain the highest quality standards and stipulate health requirements of importing countries and that would encompass the standards prescribed at National/International level;

And, whereas, provisions should, therefore, be made for procedure for monitoring to ensure the above conditions of equivalence with reference to the requirements of the importing countries;

And, whereas, health requirements should be laid down for the production, storage and transport of feed additives and premixtures;

And, whereas, it is responsibility primarily of the processors to ensure that additives and premixtures should meet the health requirements laid down in this order;

And, whereas, the Central Government has formulated the proposal specified below for the said purpose and has forwarded the same to the Export Inspection Council as required by sub-rule(2) of the rule 11 of the Export (Quality Control and Inspection) Rules, 1964; and

Now, therefore, in pursuance of the sub-rule (2) of the rule 11 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby publishes the said proposal for information of the general public likely to be affected thereby, and notice is hereby given that any person who is desirous of making any objection or suggestion with respect to the said proposal, may forward the same within thirty days of such publication of this order in the Official Gazette to the Export Inspection Council of India, 3rd floor, New Delhi YMCA Cultural Centre Building, 1, Jai Singh Road, New Delhi: 110001 for its consideration.

PROPOSAL

1. To notify that feed additives and premixture shall be subjected to quality control and inspection prior to export;
2. To specify the type of quality control and inspection in accordance with draft of the Export of Feed Additives and Premixtures (Quality Control, Inspection, and Monitoring) Rules, 2010, set out in the Annexure appended to this order;
3. To recognise the specifications as set in the Schedule appended to this order as the standard specifications for feed additives and premixtures;
4. To prohibit the export of feed additives and premixtures by a unit in the course of international trade unless it confirms to the standards applicable to it and is accompanied by a certificate stating that such unit is approved and monitored by the Export Inspection Agency established under sub section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963); and
5. In this order 'Feed additives' means substances, micro organisms or preparation, other than feed material and premixtures which are intentionally added to feed or water in order to perform, one or more functions and "Premixtures" means mixtures of feed additives or mixture of one or more feed additives with feed materials or water used as carriers, not intended for direct feeding for animals.

SCHEDULE

Specification for feed additives and premixtures recognised as per clause (c) of section 6 of the Export (Quality Control and Inspection), Act, 1963 shall be:

- (a) National Standards of the importing countries or International standards: or
- (b) Contractual specifications agreed to between the foreign buyer and the exporters provided the same is satisfying the health, safety and other requirements of the importing country;
- (c) In the absence of (a) or (b) above, the National Standard specifications as notified and amended from time to time.

Appendix

DRAFT RULES PROPOSED TO BE MADE UNDER SECTION 17 OF THE EXPORT (QUALITY CONTROL AND INSPECTION) ACT, 1963 (22 OF 1963)

PRELIMINARY

1. **Short title and commencement.**- (i) These rules may be called the Export of Feed Additives and

Premixtures (Quality Control, Inspection and Monitoring) Rules, 2010.

- (ii) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions: In these rules, unless the context otherwise requires, the following definition shall apply :

- (a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);
- (b) "Agency" means any agency for quality control or inspection or both established or recognized under Section 7 of the Act;
- (c) "Antimicrobials" means substances produced either synthetically or naturally, used to kill or inhibit the growth of micro-organisms including bacteria viruses or fungi, or parasites, in particular protozoa;
- (d) "Appellate Authority" means Director of Inspection and Quality Control;
- (e) "Antibiotics" means antimicrobials produced by, or derived from, a micro-organism, which destroys or inhibits the growth of other micro-organisms;
- (f) "Certificate" means certificate issued under Sub-section (3) of Section 7 of the Act stating that the commodity conforms to the conditions regarding quality control and inspection;
- (g) "Coccidiostats and histomonostats" means substances intended to kill or inhibit protozoa;
- (h) "Competent Authority" means Export Inspection Agencies (EIAS) at Mumbai, Kolkata, Chennai, Delhi and Kochi established under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);
- (i) "Council" means the Export Inspection Council established under Section 3 of the Act;
- (j) "Country of Despatch" means India;
- (k) "Country of Destination" means the country to which goods are dispatched from India;
- (l) "Establishment" means any unit of a feed businesses;
- (m) "Feed Additives" means substances, micro-organisms or preparation, other than feed material and premixture which are intentionally added to feed or water in order to perform, one or more functions;
- (n) "Premixtures" mixtures of feed additives or mixture of one or more feed additives with feed materials or water used as carriers, not intended for direct feeding for animals;
- (o) "Maximum residual limit" means the maximum concentration of residue from the use of an additives in animals nutrition which may be accepted by the community as being legally permitted or recognized as acceptable in or on a food.

3. Basis of Compliance.— (1) It shall be the responsibility of the processors to ensure that the feed additives and premixtures intended for exports are handled and processed at all stages of production, storage and transport adopting Hazard Analysis and Critical control Point (HACCP) principles based on Good Manufacturing Practices (GMP) and Good Hygiene Practices (GHP) and that the product conforms to the specifications given in the order by the Central Government under Section 6 of the Act.

(2) The Competent Authority shall ensure that monitoring of the approved establishment is being conducted regularly to establish that the Hazard Analysis and Critical control Point (HACCP) (including Good Manufacturing Practice (GMP) and Good Hygienic Practice (GHP) has been implemented by the establishment at all stages of production, storage and transport of feed additives and premixtures. Council shall issue necessary instruction for effective monitoring of the scheme.

(3) Any statutory restriction imposed by any State or Central Government with respect to commercial or environmental or conservation measures shall be complied with.

(4) The feed additives and premixtures for export shall be subjected to the following conditions :

- (i) Feed additives shall further be allocated within one or more functional groups as per **Annexure-I**
- (ii) Specific labelling requirements for certain feed additives and for premixtures as per **Annexure-II**
- (iii) General conditions of use as per **Annexure-III**
- (iv) Hazard Analysis and Critical Control Point (HACCP) and own-check system shall be implemented as follows.—Approved establishments shall adopt proper control measures at all stages of production, storage and transportation of feed additives and premixtures based on Hazard Analysis and Critical Control Point (HACCP), Good Manufacturing Practice (GMP) and Good Hygiene Practice (GHP) and maintain records for verification of the Competent Authority, for which the establishments shall
 - (a) identify the potential hazards at each step of production and establish critical limits;
 - (b) identify critical controls points and develop monitoring and verification procedures; and
 - (c) maintain records for verification.

The processor shall introduce a system for ensuring the traceability of each batch despatched.

- (v) Feed additives and premixtures, shall be legibly and indelibly marked with the following information:-

- (a) Specific name of the additives with its functional group;

- (b) Name and address of the processor or manufacture;
- (c) Approval No./Registration No. assigned;
- (d) Direction for use;
- (e) Identification number;
- (f) Batch or lot number;
- (g) Year, month and date of processing or manufacturing;
- (h) In case of Premixtures the word 'Premixture' (in capital letters) shall appear clearly and the carrier substance must be declared.
- (vi) Having satisfied itself that the establishment meet the requirement with regard to nature of activities they carry out, the Competent Authority shall accord approval to such establishments.
- (vii) The Competent Authority shall take necessary measures if the requirement ceases to be met, which may include issuance of show cause notice, suspension of production, withdrawal of the approval granted to the establishments.
- (viii) The inspection and monitoring of establishment shall be carried out regularly under the responsibility of the Competent Authority and which shall at all times have free access to all parts of the establishments and records pertaining to the control measures adopted by the unit and to ensure compliance with the requirements of this notification.

5. Certification.- (1) On request from the processor or exporter the Competent Authority shall issue health certificates for additives and premixtures meant for export to European Union.

(2) The Competent Authority shall also any other certificates on request from the processor or exporter after satisfying itself that the requirements of the relevant standards are met:-

6. Fee.- (1) A fee of Rs. 5000 shall be paid by the processor along with the application for approval of the establishment.

(2) A monitoring fee @ of 0.2% of free on board (F.O.B). value shall also be paid by the processor or exporter to the competent authority-

NOTE: The amount of fee for each consignment payable by the processor/exporter shall be rounded off to the nearest rupee and, for this purpose, where such amount contains a part of a rupee then if such a part is 50 paise or more, it shall be increased to the rupee and, if such part is less than 50 paise, it shall be ignored.

7. Appeal.- (1) Any applicant aggrieved by-

- (a) decision of the Competent Authority not according approval as per rule 4(vi);

- (b) decision of the Competent Authority according withdraw approval as per rule 4 (vii);
- (c) refusal of Competent Authority to issue health certificate as per rule 5; and
may prefer an appeal within 45 days of receipt of such decision to an Appellate Authority appointed by the Central Government.

(2) The appeal shall be disposed of within 15 days of its receipt

[F. No. 3/59/2007-EI & EP]

KIRAN PURI, Director

ADDITIVE GROUPS

Annexure-I

(See sub-clause 1 of the clause 4 of the Rules)

1. Technological additives :

In the category 'technological additives', the following functional groups are included in the category 'technological additives', namely:—

- (a) **preservatives:** substances or, when applicable, micro-organisms which protect feed against deterioration caused by micro-organisms or their metabolites;
- (b) **antioxidants:** substances prolonging the storage life of feeding stuffs and feed materials by protecting them against deterioration caused by oxidation;
- (c) **emulsifiers :** substances that make it possible to form or maintain a homogeneous mixture of two or more immiscible phases in feeding stuffs;
- (d) **stabilisers:** substances which make it possible to maintain the physico-chemical state of feeding stuffs;
- (e) **thickeners:** substances which increase the viscosity of feeding stuffs;
- (f) **gelling agents:** substances which give a feedingstuff texture through the formation of a gel;
- (g) **binders:** substances which increase the tendency of particles of feeding stuffs to adhere;
- (h) **substances for control of radionuclide contamination:** substances that suppress absorption of radionuclides or promote their excretion;
- (i) **anticaking agents:** substances that reduce the tendency of individual particles of a feedingstuffs to adhere;
- (j) **acidity regulators:** substances which adjust the pH of feedingstuffs;
- (k) **silage additives:** substances, including enzymes or micro-organisms, intended to be incorporated into feed to improve the production of silage; and

- (i) denaturants: substances which, when used for the manufacture of processed feedingstuffs, allow the identification of the origin of specific food or feed materials.

2. Sensory additives: Any substance, the addition of which to feed improves or changes the organoleptic properties of the feed, or the visual characteristics of the food derived from animals in the category 'sensory additives', the following functional groups are included namely :—

- (a) colourants:
- (i) substances that add or restore colour in feedingstuffs;
 - (ii) substances which, when fed to animals, add colours to food of animals origin; and
 - (iii) substances which favourably affect the colour of ornamental fish or birds.
- (b) flavouring compounds: substances the inclusion of which in feeding stuffs increases feed small or palatability.

3. Nutritional additives: The following functional groups are included :—

- (a) vitamins, pro-vitamins and chemically well-defined substances having similar effect;
- (b) compounds of trace elements;
- (c) amino acids, their salts and analogues ; and
- (d) urea and its derivatives.

4. Zootechnical additive: Any additives used to affect of favourably the performance of animals in good health or used to affect favourably the environment. The following groups are included :

- (a) digestibility enhancers: substances which, when fed to animals, increase the digestibility of the diet, through action on target feed materials;
- (b) gut flora stabilisers: micro-organisms or other chemically defined substances, which when fed to animals, have a positive effect on the gut flora;
- (c) substances which favorably affect the environment; and
- (d) other zootechnical additives.

Annexure-II

(see sub-clause 2 of the clause 4 of the Rules)

SPECIFIC LABELLING REQUIREMENTS FOR CERTAIN FEED ADDITIVES AND FOR PREMIXTURES

- (a) Zootechnical additives, coccidiostats and histomonostats :
 - (i) the expiry or the storage life from the date of manufacture,

- (ii) the directions for use, and

- (iii) the concentration;

(b) Enzymes, in addition to the abovementioned indications:

- (i) the specific name of the active component or components in accordance with their enzyme activities, in conformity with the authorisation given,
- (ii) the approval number, and
- (iii) instead of concentration: units of activity (units of activity per gram or units of activity per millilitre).

(c) Micro-organisms :

- (i) the expiry date of the guarantee or the storage life from the date of manufacture,
- (ii) the directions for use,
- (iii) the strain identification number, and
- (iv) the number of colony-forming units per gram.

(d) Nutritional additives :

- (i) the active-substance level, and
- (ii) the expiry date or storage life from date of manufacture;

(e) Technological and sensory additives with the exception of flavoring compounds: the active substance level;

(f) Flavoring compounds: the incorporation rate in premixtures.

Annexure-III

(See sub-clause 3 of the clause-4 of the Rules)

GENERAL CONDITIONS OF USE

1. The quantity of additives that also exists in the natural state in certain feed materials shall be calculated so that the total of the elements added and the elements present naturally does not exceed the maximum level provided for in the authorization Regulation.
2. Mixing of additives shall be permitted only in premixtures and feedingstuffs where there is physico-chemical and biological compatibility between the components of the mixture in relation to the effects desired.
3. Supplementary feedingstuffs, diluted as specified, may not contain levels of the additives which exceed those fixed for complete feedingstuffs.
4. In the case of premixtures containing silage additives the words 'silage additives' must clearly be added on the label.

कोयला मंत्रालय

नई दिल्ली, 15 अप्रैल, 2010

का.आ. 1035.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार ने कोयला मंत्रालय की अधिसूचना संख्यां का.आ. 1713 तारीख 16 जून, 2009, जो भारत के राजपत्र भाग-II, खंड-3, उप-खण्ड (ii) तारीख 20 जून, 2009 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट 236.728 हेक्टर (लगभग) या 584.95 एकड़ (लगभग) भूमि या उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और छत्तीसगढ़ सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 236.728 हेक्टर (लगभग) या 584.95 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाने चाहिए।

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 236.728 हेक्टर (लगभग) या 584.95 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/09/363 तारीख 9 दिसम्बर, 2009 का निरीक्षण कलेक्टर, रायगढ़ (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनुसूची

बिजारी खुली खदान ब्लॉक, रायगढ़ क्षेत्र

जिला-रायगढ़ (छत्तीसगढ़)

(रेखांक संख्या : एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/09/363-तारीख 9 दिसम्बर, 2009)

सभी अधिकार

(क) राजस्व भूमि

क्रम संख्या	ग्राम का नाम	पटवारी हल्का संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	बाजारी	26	228	घडघोड़ा	रायगढ़	157.604	भाग
2.	पोरडा	27	192	घडघोड़ा	रायगढ़	67.894	भाग

कुल क्षेत्र : 225.498 हेक्टर (लगभग) या 557.205 एकड़ (लगभग)

(ख) वन भूमि

क्रम संख्या	ग्राम का नाम	वन का प्रकार	रेन्ज	खण्ड	क्षेत्र हेक्टर में	टिप्पण
1.	पोरडा	आरेन्ज फिल्ड	घडघोड़ा	रायगढ़	11.230	भाग

कुल क्षेत्र : 11.230 हेक्टर (लगभग) या 27.749 एकड़ (लगभग)

कुल योग (क) + (ख) : 236.728 हेक्टर (लगभग)

या 584.95 एकड़ (लगभग)

1. ग्राम बिजारी (भाग) में अर्जित किए जाने वाले प्लॉट संख्या।

17,18,19/1 से 19/14, 19/16(भाग), 19/17(भाग), 19/18(भाग), 19/19 से 19/21, 19/23, 26 से 31, 32(भाग), 35(भाग), 36(भाग), 37/1 (भाग), 38/1, 38/18(भाग), 38/35, 39/1 से 39/8, 39/9(भाग), 39/10(भाग), 39/11 (भाग), 39/12(भाग), 39/13 से 39/15, 39/17, 39/18(भाग), 39/19, 39/20, 40, 41/1 से 41/4, 42 से 50, 51/1, 51/2, 52, 53, 54/1, 54/2, 55/1 to 55/3, 56 to 61, 62/1 से 62/4, 63 से 68, 69/1 से 69/12, 70, 71/1 से 71/10, 72/1 से 72/3, 74/2, 75, 76, 105, 106, 111/1 से 111/53, 112, 113, 114/1, 114/2, 114/4, 115, 116/1 से 116/4, 117 से 127, 128/1, 128/2, 129/1 से 129/3, 130, 131 से 134, 135/1 से 135/6, 135/7-135/18, 135/8 से 135/17, 135/19 से 135/35, 136 से 147, 148/1, 148/2, 149/1, 149/2.

2. ग्राम पोरडा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :

14(भाग), 15(भाग), 256/1 (भाग), 256/2, 257/1 से 257/3, 257/8, 270 से 276, 277/1 से 277/7, 279/1 से 279/8, 280 से 291, 294, 294/2, 295 से 302, 303/1, 303/2, 314/1 से 314/3, 318(भाग), 419/1(भाग), 419/12, 419/21, 420/2, 420/4.

सीमा वर्णन :

- क-ख** रेखा बिन्दु 'क' से आरंभ होती है और ग्राम रूमकंरा-बिजारी के सम्मिलित सीमा से गुजरती हुई बिन्दु "ख" पर मिलती है।
- ख-ग** रेखा ग्राम बिजारी के प्लॉट संख्या 39/11, 39/10, 39/12, 39/18, 39/9 से होकर प्लॉट संख्या 39/19 के पश्चिमी सीमा, 38/1, 38/35 के दक्षिणी सीमा 38/35 के पूर्वी दक्षिणी पश्चिमी एवं उत्तरी सीमा ओर 38/18, 37/1, 36, 35, 32, 19/16-19/17, 19/18 से होकर गुजरती है बाद में 18, 19/16, 19/17-19/18 के पश्चिमी और उत्तरी सीमा से होती हुई बिन्दु "ग" पर मिलती है।
- ग-घ** रेखा ग्राम बिजारी में प्लॉट संख्या 72/1, 71/4, 71/6, 71/7, 71/10, 70, 69/9, 69/1, 69/2, 69/3, 69/4, 69/5, 69/6, 74/2, 76, 75 के उत्तरी सीमा 74/2, 105, 106 के पूर्वी सीमा 111/1 से 53 के उत्तरी सीमा से होती हुई ग्राम बिजारी-पोरडा के सम्मिलित सीमा में बिन्दु "घ" पर मिलती है।
- घ-ङ** रेखा ग्राम बिजारी-पोरडा के भागत सम्मिलित सीमा से होती हुई प्लॉट संख्या 15 के उत्तरी और पूर्वी सीमा से गुजरती है और ग्राम बिजारी-पोरडा के सम्मिलित में बिन्दु "ङ" पर मिलती है।
- ङ-च** रेखा ग्राम पोरडा के प्लॉट संख्या 256/1 से होकर 257/1 के उत्तरी और पूर्वी सीमा 257/3 के उत्तरी पूर्वी तथा दक्षिणी सीमा 257/8, 282/2, 277/1, 277/2, 277/3 के पूर्वी 273/1 के उत्तरी तथा पूर्वी सीमा 273/3, 270 के पूर्वी, 271 के पश्चिमी, उत्तरी तथा पूर्वी 303/1-303/2 के उत्तरी तथा पूर्वी सीमा 318, 314/2, 314/3 के उत्तरी तथा पूर्वी 314/3 के दक्षिणी और 318 से होकर 318 के पूर्वी सीमा से गुजरती हुई बिन्दु "च" पर मिलती है।
- च-छ** रेखा ग्राम पोरडा में प्लॉट संख्या 318 के दक्षिणी सीमा तथा 419/1 से होकर और प्लॉट संख्या 420/22-419/3 के दक्षिणी सीमा 419/12, 420/4 के दक्षिणी तथा पश्चिमी सीमा, 294/1, 291 के दक्षिणी सीमा से होती हुई ग्राम रूमकंरा-पोरडा के सम्मिलित सीमा में बिन्दु "छ" पर मिलती है।
- छ-क** रेखा ग्राम पोरडा-रूमकंरा के सम्मिलित सीमा से गुजरती हुई आरम्भिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/8/2008-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवग सचिव

MINISTRY OF COAL

New Delhi, the 15th April, 2010

S. O. 1035.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1713 dated the 16th June, 2009, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to, as the said Act) and published in the Gazette of India, Part - II, Section 3, Sub-section (ii) dated the 20th June, 2009, the Central Government gave notice of its intention to acquire 236.728 hectares(approximately) or 584.95 acres(approximately) land as all rights in or over such lands specified in the Schedule appended to that notification;

And whereas, the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Chhattisgarh, is satisfied that the lands measuring 236.728 hectares (approximately) or 584.95 acres (approximately) as all rights in or over such lands as described in schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the said Act, the Central Government hereby declares that the land measuring 236.728 hectares (approximately) or 584.95 acres (approximately) as all rights in or over such lands as described in Schedule are hereby acquired.

The Plan bearing number : SECL/BSP/GM (Plg)/LAND/09/363 dated the 9th December, 2009 of the area covered by this notification may be inspected at the Office of the Collector, Raigarh, (Chhattisgarh) or at the office of the Coal Controller, I, Council House Street, Kolkata - 700 001 or at the Office of the South Eastern Coalfields Limited (Revenue Section) Seepat Road, Bilaspur-495 006 (Chhattisgarh).

SCHEDULE**Bijari OCM Block, Raigarh Area****Distt- Raigarh (Chhattisgarh)**

(Plan Number: SECL/BSP/GM(Plg)/LAND/09/363 dated the 9th December, 2009)

All Rights:**(A) REVENUE LAND:**

Sl. No.	Name of Village	Patwari Halka Number	Settlement Number	Tahsil	District	Area in Hectares	Remarks
1	Bijari	26	228	Garghoda	Raigarh	157.604	Part
2	Porda	27	192	Garghoda	Raigarh	67.894	Part

Total :- 225.498 hectares (approximately) or 557.205 acres (approximately)

(b) Forest Land :

Sl. No.	Name of Forest	Type of Forest	Range	Division	Area in Hectares	Remarks
1.	Porda	Orange fields	Gharghoda	Raigarh	11.230	Part

Total : 11.230 hectares (approximately) or 27.749 acres (approximately)

Grand Total (A) + (B) -236.728 hectares (approximately)

or 584.95 acres (approximately)

1. Plot numbers to be acquired in village Bijari (Part) :

17,18,19/1 to 19/14, 19/16(P), 19/17(P), 19/18(P), 19/19 to 19/21, 19/23, 26 to 31, 32(P), 35(P), 36(P), 37/1 (P), 38/1, 38/18(P), 38/35, 39/1 to 39/8, 39/9(P), 39/10(P), 39/11 (P), 39/12(P), 39/13 to 39/15, 39/17, 39/18(P), 39/19, 39/20, 40, 41/1 to 41/4, 42 to 50, 51/1, 51/2, 52, 53, 54/1, 54/2, 55/1 to 55/3, 56 to 61, 62/1 to 62/4, 63 to 68, 69/1 to 69/12, 70, 71/1 to 71/10, 72/1 to 72/3, 74/2, 75, 76, 105, 106, 111/1 to 111/53, 112, 113, 114/1, 114/2, 114/4, 115, 116/1 to 116/4, 117 to 127, 128/1, 128/2, 129/1 to 129/3, 130, 131 to 134, 135/1 to 135/6, 135/7-135/18, 135/8 to 135/17, 135/19 to 135/35, 136 to 147, 148/1, 148/2, 149/1, 149/2.

2. Plot numbers to be acquired in village Porda (Part):

14(P), 15(P), 256/1 (P), 256/2, 257/1 to 257/3, 257/8, 270 to 276, 277/1 to 277/7, 279/1 to 279/8, 280 to 291, 294/1, 294/2, 295 to 302, 303/1, 303/2, 314/1 to 314/3, 318(P), 419/1(P), 419/12, 419/21, 420/2, 420/4.

Boundary Description:

- A-B Line starts from point "A" and passes along the common boundary of villages Rumkera - Bijari and meets at point "B".
- B-C Line passes in village Bijari through plot number 39/11, 39/10, 39/12, 39/18, 39/9 then along western boundary of 39/19, southern boundary of 38/1, 38/35, eastern, southern, western & northern boundary of 38/35 after that through 38/18, 37/1, 36, 35, 32, 19/16 -19/17 -19/18 and along western & northern boundary of 18, 19/16, 19/17, 19/18 and meets at point 'C'.
- C-D Line passes in village Bijari along northern boundary of plot number 72/1, 71/4, 71/6, 71/7, 71/10, 70, 69/9, 69/1, 69/2, 69/3, 69/4, 69/5, 69/6, 74/2, 76, 75, eastern boundary of 74/2, 105, 106, northern boundary of 111/1 to 53 and meets at point 'D' on the common boundary of villages Bijari - Porda.
- D-E Line passes along the partly common boundary of villages Porda - Bijari then along northern and eastern boundary of 15 and meets at point 'E' on the common boundary of villages Porda - Bijai.
- E-F Line passes in village Porda through plot number 256/1 then along northern & eastern boundary of 257/1, northern, eastern & Southern boundary of 257/3, eastern boundary of 257/8, 282/2, 277/1, 277/2, 277/3, northern & eastern boundary of 273/1, eastern boundary of 273/3, 270, western, northern & eastern boundary

of 271, northern boundary of 303/1 - 303/2, northern & eastern boundary of 318, 314/2, 314/3, southern boundary of 314/3 and eastern boundary of 318 and meets at point 'F'.

F-G Line passes in village Porda along southern boundary of plot number 318 then through 419/1 and southern boundary of 420/2, 419/1, southern and western boundary of 419/12, 420/4, southern boundary of 294/1, 291 and meets at point 'G' on the common boundary of villages Porda - Rumkera.

G-A Line passes along the common boundary of villages Porda - Rumkera and meets at starting point 'A'.

[F.No.43015/8/2008-PRIW-1]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 15 अप्रैल, 2010

का.आ. 1036.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षेप करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्यांक एसईसीएल/बीएसपी/सीजीएम (पीएलजी)/भूमि/09/368 तारीख 9 दिसम्बर, 2009 का निरीक्षण कलेक्टर उमरिया, मध्यप्रदेश के कार्यालय में या कोयला नियंत्रक-1 कार्टिसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड राजस्व अनुभाग, सीपत रोड, बिलासपुर-495006, छत्तीसगढ़ के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) से निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व) साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006, छत्तीसगढ़ को भेजेंगे।

अनुसूची

पनवारी ब्लाक, जोहिला क्षेत्र

जिला-उमरिया (मध्यप्रदेश)

रेखांक संख्यांक : एसईसीएल/बीएसपी/सीजीएम (पीएलजी)/भूमि/09/368 तारीख 09 दिसम्बर, 2009

(क) राजस्व भूमि :

क्रम संख्या	ग्राम का नाम	पटवारी हल्का संख्या	जनरल नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	कांचोदर	41	102	पाली	उमरिया	184.083	भाग
2.	पनवारी	41	563	पाली	उमरिया	63.200	संपूर्ण
3.	आमगार	41	36	पाली	उमरिया	186.212	भाग
4.	बाघननारा	19	709	पाली	उमरिया	145.529	भाग

कुल क्षेत्र 579.024 हेक्टर (लगभग) या 1430.77 एकड़ (लगभग)

(ख) अर्जित भूमि :

क्रम संख्या	ग्राम का नाम	पटवारी हल्का संख्या	जनरल नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	सोहागपुर	300, 301, 302-303		उमरिया	सोहागपुर	761.511	भाग

कुल क्षेत्र : 761.511 हेक्टर (लगभग) या 1881.69 एकड़ (लगभग)

कुल योग (क) + (ख) : 1340.535 हेक्टर (लगभग)

या 3312.46 एकड़ (लगभग)

सीमा वर्णन :

- क-ख रेखा ग्राम कांचोदर की पश्चिमी सीमा में "क" बिन्दु से आरंभ होती है और ग्राम कांचोदर, बाघननारा तथा फारेस्ट कम्पार्टमेंट संख्यांक 298 से होती हुई बिन्दु "ख" पर मिलती है।
- ख-ग रेखा ग्राम बाघननारा, फारेस्ट कम्पार्टमेंट संख्यांक 300, 301, 231 तथा ग्राम आमगार से होकर ग्राम आमगार-अवधेरा की भागतः सम्मिलित सीमा से गुजरती हुई बिन्दु "ग" पर मिलती है।
- ग-घ रेखा ग्राम आमगार तथा पनवारी की दक्षिणी सीमा से होती हुई बिन्दु "घ" पर मिलती है।
- घ-ङ रेखा ग्राम पनवारी तथा कांचोदर की दक्षिणी सीमा से होती हुई बिन्दु "ङ" पर मिलती है।
- ङ-क रेखा ग्राम कांचोदर की दक्षिणी तत्पश्चात् पश्चिमी सीमा से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/8/2010-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 15th April, 2010

S. O. 1036.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing number SECLBSP/CGM(Plg)/Land/ 09/368 dated the 9th December, 2009 of the area covered by this notification can be inspected at the office of the Collector, Umaria, Madhya Pradesh or at the office of the Coal Contoller, 1, Council House Street, Kolkata-700001 or at the office of the South Eastern Coalfields Limited, Revenue Section, Seepat Road, Bilaspur-495 006, Chhattisgarh.

All persons interested in the land covered by this notification, shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Officer- in - Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur - 495006, Chhattisgarh, within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Panwari Block, Johilla Area

District- Umaria (MP.)

Plan number SECLBSP/CGM (Plg)/Land/09/ 368 dated the 9th December, 2009

A. Revenue Land:

Sl No.	village	Patawari Halka number	General number	Tahsil	District	Area in hectares	Remark
1.	Kanchodar	41	102	Pali	Umaria	184.083	Part
2.	Panwari	41	563	Pali	Umaria	63.200	Full
3.	Amgar	41	36	Pali	Umaria	186.212	Part
4.	Baghannara	19	709	Pali	Umaria	145.529	Part

Total :—579.024 hectares (approximately) or 1430.77 acres (approximately)

B. Reserve Forest Land:

Sl. No.	Compartment Number	Range	Division	Block	Area in hectares	Remarks
1.	231,298,299, 300,301,302, 303	Ghungthuti	Umaria	Sohagpur	761.511	Part

Total:- 761.511 hectares (approximately) or 1881.69 acres (approximately)

Total (A+B)= 1340.535 hectares (approximately)

OR 3312.46 acres (approximately)

BOUNDARY DESCRIPTION:

- A-B Line starts from point 'A' on the western boundary of village Kanchodar and passes through village Kanchodar, Baghannara, Forest Compartment number 298 and meets at point 'B' in village Baghannara.
- B-C Line passes through village Baghannara, Forest Compartment number 300, 301, 231 and village Amgar then along partly common boundary of villages Amgar - Awdhera and meets at point 'C'.
- C-D Line passes along southern boundary of village Amgar and Panwari and meets at point 'D' on the same boundary.
- D-E Line passes along southern boundary of village Panwari and Kanchodar and meets at point 'E' on the same boundary.
- E-A Line passes along southern then western boundary of village Kanchodar and meets at starting point 'A'.

[F. No. 43015/8/2010-PRIW-1]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 16 अप्रैल, 2010

का. आ. 1037.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत सरकार ने कोयला मंत्रालय द्वारा जारी की गई अधिसूचना संख्यांक का.आ. 1708 तारीख 9 जून, 2009, जो भारत के राजपत्र के भाग-II, खंड-3, उपखण्ड (ii) तारीख 20 जून, 2009 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 79.04 हेक्टर (लगभग) या 195.30 एकड़ (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विहित उक्त भूमि के एक भाग में कोयला अभिप्राप्य है;

अतः अय, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अनुसूची में वर्णित 79.04 हेक्टर (लगभग) या 195.30 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकारों के अर्जन करने को, अपने आशय की सूचना देती है।

टिप्पण 1 : इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या सी-1 (ई) III/जेजेएमआर/807—1209, तारीख 7 दिसम्बर, 2009 को जिला अधिकारी, चन्द्रपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता (पिन-700 001) के कार्यालय में या महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल ईस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की उपधारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :-

अर्जन के बाबत आपत्तियाँ—

"8(1) कोई व्यक्ति जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना जारी गई है, हितबद्ध है, अधिसूचना के जारी किये जाने से

तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :-

- (1) इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी कि, कोई व्यक्ति किसी भूमि में कोयले उत्पादन के लिए स्वयं खान खोदवाएँ करना चाहता है और ऐसी संच्रियाएँ केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।
- (2) उपधारा (1) के अधीन प्रत्येक आपत्ति, सक्षम अधिकारी को लिखित रूप में की जायेगी और सक्षम अधिकारी, आपत्तियों को स्वयं सुने जाने, विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्रवाई के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।
- (3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण 3 : केन्द्रीय सरकार ने, कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700 001, को उक्त अधिनियम के अधीन भारत के राजपत्र, भाग-II, खंड-3, उपखंड (ii), तारीख 11 जून, 1983 में प्रकाशित अधिसूचना सं. का. अ. 2519 तारीख 27 मई, 1983 द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

दोरवासा ओपनकास्ट एक्सपेंशन ब्लॉक

माजरी क्षेत्र

जिला चंद्रपुर (महाराष्ट्र)

“भाग I”

[रेखांक संख्या सी-1 (ई) III/जेजेएम आर/807-1209, तारीख 7 दिसम्बर, 2009]

समस्त अधिकार

क्रम संख्या	ग्राम का नाम	पटवारी सर्कल सं.	तहसील	जिला	क्षेत्रफल हेक्टेयर में	टिप्पणी
1.	पिंपरी	30	भद्रावती	चंद्रपुर	5.12	भाग
2.	तेलवासा	28	भद्रावती	चंद्रपुर	73.66	भाग
कुल क्षेत्र :					78.78 हेक्टेयर (लगभग)	

“भाग II”

समस्त अधिकार

क्रम संख्या	ग्राम का नाम	पटवारी सर्कल सं.	तहसील	जिला	क्षेत्रफल हेक्टेयर में	टिप्पणी
1.	तेलवासा	28	भद्रावती	चंद्रपुर	0.26	भाग
कुल क्षेत्र :					0.26 हेक्टेयर (लगभग)	

भाग 1 + भाग 2 कुल

78.78 + 0.26 79.04 हेक्टेयर (लगभग)

या 195.30 एकड़ (लगभग)

“भाग I”

ग्राम पिंपरी में अर्जित किए जाने वाले प्लॉट संख्यांक

277/1, 277/2, 278

“भाग I”

ग्राम तेलवासा में अर्जित किए जाने वाले प्लॉट संख्यांक

34, 35, 36, 38/1, 38/2, 39/1, 39/2, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 82, 83, 84, 85/1, 85/2, 86/1, 86/2, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 149, 150, 151, 152, 153, 154, 155, 156, 157/1, 157/2, 158, 159/1, 159/2, सड़क (भाग)

“भाग II”

ग्राम तेलवासा में अर्जित किए जाने वाले प्लॉट संख्यांक

31, 32 सड़क (भाग)।

सीमा वर्णन :-

भाग I

क-ख : रेखा ग्राम तेलवासा में बिन्दु 'क' से आरंभ होती है और ग्राम तेलवासा के प्लॉट संख्यांक 40, 41 की बाह्य सीमा के साथ जाती हुई सड़क पार करती है और प्लॉट संख्यांक 97, 96, 95, 94, 93, 92, 149, 150, 151, 152, 153 की बाह्य सीमा के साथ जाती हुई ग्राम तेलवासा तथा ग्राम पिंपरी की सम्मिलित ग्राम सीमा को पार करती है और ग्राम पिंपरी से प्लॉट संख्या 278 की बाह्य सीमा के साथ जाती हुई बिन्दु 'ख' पर मिलती है।

ख-ग : रेखा ग्राम पिंपरी से गुजरती हुई प्लॉट संख्यांक 278, 277/2 की बाह्य सीमा के साथ गुजरती हुई ग्राम पिंपरी तथा ग्राम तेलवासा की सम्मिलित ग्राम सीमा को पार करती हुई ग्राम तेलवासा से प्लॉट संख्यांक 159/1, 159/2 की बाह्य सीमा के साथ गुजरती हुई बिन्दु 'ग' पर मिलती है।

ग-घ : रेखा ग्राम तेलवासा से गुजरती हुई प्लॉट संख्यांक 159/1, 158, 83, 82, 86/1 की बाह्य सीमा के साथ गुजरती हुई सड़क पार करती हुई प्लॉट संख्यांक 50, 49, 48, 47, 34, 35, 36 की बाह्य सीमा के साथ गुजरती हुई बिन्दु 'घ' पर मिलती है।

घ-क : रेखा ग्राम तेलवासा तथा ग्राम डोरवासा की सम्मिलित ग्राम सीमा से तथा ग्राम तेलवासा के प्लॉट संख्यांक 36, 38/2, 39/2, 40 की बाह्य सीमा से गुजरती हुई आरंभिक बिन्दु 'क' पर मिलती है।

“भाग II”

ड-च-छ-ड : रेखा ग्राम तेलवासा में बिन्दु 'ड' से आरंभ होती है और ग्राम तेलवासा के प्लॉट संख्यांक 32, 31 की बाह्य सीमा से गुजरती हुई बिन्दु 'च', 'छ' से होती हुई आरंभिक बिन्दु 'ड' पर मिलती है।

[फा. सं. 43015/6/2009-पोआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 16th April, 2010

S.O. 1037.—Whereas, by the notification of the Government of India in the Ministry of Coal number S. O. 1708 dated the 9th June, 2009, issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section - 3, Sub-section (ii) dated the 5th September, 2009, the Central Government gave notice of its intention to prospect for coal in 79.04 hectares (approximately) or 195.30 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas, the Central Government is satisfied that coal is obtainable in a part of said lands prescribed in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire All Rights in or over the land measuring 79.04 hectares (approximately) or 195.30 acres (approximately) described in Schedule.

Note 1 : The plan bearing number C-11B/H/JMR/807-1209 dated the 7th December, 2009 of the area covered by this notification may be inspected at the office of the Collector, Chandrapur (Maharashtra) or at the office of the Coal ContROLLER, 1, Council House Street, Kolkata Pin code-700 001 or at the office of the General Manager, Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001, (Maharashtra).

Note 2 : Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows :—

Objections to Acquisition

"8(1) Any person interested in any land in respect of which a notification under Section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land."

Explanation :—

- (1) It shall not be an objection within the meaning of this Section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.
- (2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of proceedings held by him, for the decision of that Government.
- (3) For the purpose of this Section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3 : The Coal Controller, 1, Council House Street, Kolkata- 700 001 has been appointed by the Central Government as the competent authority under Section 3 of the said Act, vide notification number S.O. 2519 dated the 27th May, 1983, published in Part- II, Section 3, Sub-section (ii) of the Gazette of India, dated the 11th June, 1983.

SCHEDULE**DIHORWASA OPENCAST EXPANSION BLOCK****MAJRI AREA****DISTRICT CHANDRAPUR (MAHARASHTRA)**

[Plan number C-1(E)III/JJMR/807-1209, dated the 7th December, 2009]

All Rights :

'PART-I'

Sl. No.	Name of Village	Patwari Circle Number	Tahsil	District	Area in Hectares	Remarks
1.	Pipri	30	Bhadrawati	Chandrapur	5.12	Part
2.	Telwasa	28	Bhadrawati	Chandrapur	73.66	Part

Total : 78.78 Hectares (approximately)

'PART-II'

Sl. No.	Name of Village	Patwari Circle Number	Tahsil	District	Area in Hectares	Remarks
1.	Telwasa	28	Bhadrawati	Chandrapur	0.26	Part

Total : 0.26 Hectares (approximately)

Part-I + Part - II

78.78 + 0.26 = Total : 79.04 Hectares (approximately)

or 195.30 Acres (approximately)

‘PART-I’**Plot numbers to be acquired in village Pipri :**

277/1, 277/2, 278.

‘PART-I’**Plot numbers to be acquired in village Telwasa:**

34, 35, 36, 38/1, 38/2, 39/1, 39/2, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 82, 83, 84, 85/1, 85/2, 86/1, 86/2, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 149, 150, 151, 152, 153, 154, 155, 156, 157/1, 157/2, 158, 159/1, 159/2, Road (Part).

‘PART-II’**Plot numbers to be acquired in village Telwasa :**

31, 32, Road (Part).

Boundary description:**‘PART-I’**

- A—B: Line starts from Point ‘A’ and passes through village Dhorwasa along the outer boundary of plot numbers 40, 41, crosses road and passes along with the outer boundary of plot numbers 97, 96, 95, 94, 93, 92, 149, 150, 151, 152, 153, crosses common village boundary of villages Telwasa and Pipri and passes through village Pipri along with the outer boundary of plot number 278 and meets at Point ‘B’.
- B—C Line passes through village Pipri along with the outer boundary of plot numbers 278, 277/2, crosses common village boundary of villages Pipri and Telwasa and passes along with the outer boundary of plot numbers 159/2, 159/1 and meets at Point ‘C’.
- C—D Line passes through village Telwasa along with the outer boundary of plot numbers 159/1, 158, 83, 82, 86/1, crosses road then passes along with the outer boundary of plot numbers 50, 49, 48, 47, 34, 35, 36 and meets at Point ‘D’.
- D—A Line passes along with the common village boundary of villages Telwasa and Dhorwasa along with the outer boundary of plot numbers 36, 38/2, 39/2, 40 and meets at starting Point ‘A’.

‘PART-II’

- E—F G—E Line starts from Point ‘E’ and passes through village Telwasa along with the outer boundary of plot numbers 32, 31 and through Point ‘F’, ‘G’ and meets at starting Point ‘E’.

[F.No. 43015/6/2009- PRIW-1]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 19 अप्रैल, 2010

का.आ. 1038.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः, अय, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले के लिए पूर्वक्षेप करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/364 तारीख 9 दिसम्बर, 2009 का निरीक्षण कलेक्टर शहडोल, मध्य प्रदेश के कार्यालय में या कोयला नियंत्रक-1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, राजस्व अनुभाग, सीपत रोड, बिलासपुर-495 006, छत्तीसगढ़ के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नव्ये दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व) अनुभाग, साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495 006 (छत्तीसगढ़) को भेजेंगे।

अनुसूची

राजेन्द्र यू/जी खदान ब्लॉक सोहागपुर क्षेत्र

जिला-शहडोल, मध्य प्रदेश

रेखांक संख्या : एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/364 तारीख 9 दिसम्बर, 2009 (पूर्वक्षेप के लिए अधिसूचना भूमि दर्शाते हुए)

क्रम संख्या	ग्राम का नाम	बंदोबस्त नम्बर	पटवारी हल्का संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	छिरीहीटी	316	99	सोहागपुर	शहडोल	12.418	भाग

कुल क्षेत्र : 12.418 हेक्टर (लगभग)

या 30.68 एकड़ (लगभग)

सीमा वर्णन

- क-ख रेखा ग्राम छिरीहीटी के सीमा में बिन्दु 'क' से आरंभ होती है और ग्राम छिरीहीटी से गुजरती हुई बिन्दु 'ख' पर मिलती है।
- ख-ग रेखा ग्राम छिरीहीटी के पश्चिमी भाग से होती हुई बिन्दु 'ग' पर मिलती है।
- ग-घ रेखा ग्राम छिरीहीटी में उत्तरी ओर से होती हुई बिन्दु 'घ' पर मिलती है।
- घ-क रेखा ग्राम छिरीहीटी के पश्चिमी भाग से होती हुई आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/05/2010-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 19th April, 2010

S.O. 1038.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing number SECL/BSP/GM (PLG)/Land/ 364 dated the 09th December, 2009 of the area covered by this notification can be inspected at the Office of the Collector, Shahdol, Madhya Pradesh or at the Office of the Coal Controller, I, Council House Street, Kolkata-700 001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur - 495 006, Chhattisgarh.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Officer-in-charge or Head of the Department (Revenue Section), South Eastern Coalfields Limited, Seepat Road, Bilaspur - 495 006, Chhattisgarh, within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Rajendra U/G Mine Block, Sohagpur Area

District-Shahdol, Madhya Pradesh

Plan bearing number: SECL/BSP/GM (PLG)/Land/ 364 dated the 09th December, 2009 (Showing the land notified-for prospecting)

Sl. No.	Name of Village	Bandobast No.	Patwari Circle Number	Tahsil	District	Area in Hectares	Remarks
1.	Chhirihiti	316	99	Sohagpur	Shahdol	12.418	Part

Total - 12.418 hectares (approximately)

OR 30.68 acres (approximately)

BOUNDARY DESCRIPTION:

- A—B Line starts from point 'A' on the village boundary of village Chhirihiti and passes through village Chhirihiti and meets at point 'B'.
- B—C Line passes through western part of village Chhirihiti and meets at point 'C'.
- C—D Line passes in village Chhirihiti towards west and meets at point 'D'.
- D—A Line passes through western part of village Chhirihiti and meets at starting point 'A'.

[F. No. 43015/5/2010-PRIW-I]

M. SHAHABUDEEN, Under Secy.

आदेश

नई दिल्ली, 19 अप्रैल, 2010

का.आ. 1039.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी कि गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 3216 तारीख 19 नवम्बर, 2009, जो भारत के राजपत्र के भाग-II, खंड-3, उप-खण्ड (ii) तारीख 22 नवम्बर, 2009 से तारीख 28 नवम्बर, 2009 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि में, या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगनों से मुक्त होकर आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि ईस्टर्न कोलफील्ड्स लिमिटेड, संकतोरिया, पोस्ट डिसरगढ़, जिला बर्दमान, पश्चिमी बंगाल, (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और उस भूमि में या उस पर के सभी अधिकार तारीख 28 नवम्बर, 2009 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :

1. सरकारी कंपनी उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानी और वैसी ही मदों की बाबत किए गये सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;
2. सरकारी कंपनी द्वारा शर्त (1) के अधीन केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किये जायेंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उसके संबंध में जैसे अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी इसी प्रकार उक्त कंपनी द्वारा वहन किये जायेंगे ;
3. सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्ही कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी ;
4. सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमि को किन्ही अन्य व्यक्तियों को अंतरित करने की शक्ति नहीं होगी ; और
5. सरकारी कंपनी ऐसे निदेशों और शर्तों को, जो केन्द्रीय सरकार द्वारा जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किये जाएं पालन करेगी ।

[फा. सं.-43015/9/2005-पी.आर.आई.डब्ल्यू.-I (चौक्यम-III)]

एम. शहाबुद्दीन, अव्वर सचिव

ORDER

New Delhi, the 19th April, 2010

S.O. 1039.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 3216 dated the 19th November, 2009 issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 22nd November to 28th November, 2009, the land and all rights in or over the land described in the schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And, whereas, the Central Government is satisfied that the Eastern Coalfields Ltd., Sanctoria, P.O. Dishergarh, District Burdwan, West Bengal (hereinafter referred to as the Government company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the power conferred by sub-section (1) of section II of the said Act, the Central Government hereby directs that the said lands and rights in or over that lands so vested shall with effect from 28th November, 2009 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :

1. The Government company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;

2. A Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government company under conditions (I) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government company;

3. The Government company, shall indemnify the Central Government or its officials, against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting;

4. The Government company shall have no power to transfer the said lands to any other persons without the previous approval of the Central Government; and

5. The Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

(F.No. 43015/9/2005-PRIW-I (Vol. III))

M. SHAHABUDEEN, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 1040.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम, (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :

अनुसूची

2008-2009 की समयावधि में रद्द लाइसेंसों की सूची

क्रम संख्या	लाइसेंस संख्या	व्यवसाय प्रतिष्ठान नाम/शहर	आई एस नं.	उत्पादन	रद्द करने की तिथि
1	2	3	4	5	6
1.	6797608	ट्राको केवल कं. लिमिटेड, पतनमतिट्टा	आई एस 694 : 1990	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	28-7-2008

1	2	3	4	5	6
2.	6808987	शस्ता स्टील्स (प्रा) लि. पालक्काड	आई एस 1786 : 1985	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिण एवं तार	15-77-2008
3.	6836487	स्टीलमैक्स रोलिंग मिल्स प्राईवेट लिमिटेड	आई एस 1786 : 1985	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिण एवं तार	15-77-2008
4.	6863086	प्रीमियम फेरो अलोय्स लिमिटेड कोचीन	आई एस 2831 : 2001	निम्न तन्यता के संरचना इस्पात में पुनर्विलन हेतु कार्बन इस्पात के ढलवाँ बिलेट, इनाट, बिलेट, प्लूम व स्लैब	25-11-2008

[सं. सीएमडी-13:13]

सी.के. महेश्वरी, बैज्ञानिक जी (प्रमाणन)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 5th April, 2010

S.O.1040. — In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :

LIST OF LICENCES CANCELLED DURING THE
PERIOD OF 2008-2009

S.No.	Licence No.	Firm Name/City	IS No.	Product	Date of Cancellation
1.	6797608	TRACO CABLE CO. LIMITED PATHANAMTHITTA	IS 694 : 1990	pvc insulated cables for working voltages upto and including 1100 v	28/07/2008
2	6808987	SHASTHA STEELS (P) LIMITED PALAKKAD	IS 1786 : 1985	high strength deformed steel bars and wires for concrete reinforcement	15/07/2008
3	6836487	STEEL MAX ROLLING MILLS PRIVATE LIMITED	IS 1786 : 1985	high strength deformed steel bars and wires for concrete reinforcement	25/11/2008
4	6863086	PREMIUM FERRO ALLOYS LIMITED COCHIN	IS 2831 : 2001	carbon steel cast bilJet ignots, bilJets, blooms and slabs for re-rolling into low tensile structural steel	25/11/2008

[No. CMD/13:13]

C.K. MAHESHWARI, Sec. G (Certification)

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 1041.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसार मैं भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

2007-2008 की समयावधि में स्वीकृत किये गये लाइसेंसों की सूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	स्वीकृत करने की तिथि/वर्ष/माह	भारतीय मानक का शीर्षक	भारतीय मानक संख्या
(1)	(2)	(3)	(4)	(5)	(6)
1.	6688094	अक्कारा गोल्ड सुपर मार्केट मेन रोड ओल्लूर त्रिशूर केरल-680306	02-04-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
2.	6688195	फैशन गोल्ड महल (पी) लिमिटेड नीलगिरी बिल्डिंग बस स्टैन्ड कासरगोड चेरुवतूर केरल-671313	02-04-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
3.	6688296	ओनाट्टुतोदुत्तिल ज्वैलर्स एम.पी. VI 576, कोषिकोड रोड, वयनाड मानन्तावाडी केरल-670645	03-04-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
4.	6693693	अपोलो टायर्स लिमिटेड कलमशेरी एरणाकुलम केरल	04-04-2007	स्वचल वाहन-व्यावसायिक वाहनों के लिए वातिल टायर-आड़ी और रेडियल प्लाई	IS 15636 : 2005
5.	6694190	अपोलो टायर्स लिमिटेड पेरब्रा पी. ओ. चालक्कुडी त्रिशूर केरल	04-04-2007	स्वचल वाहन-व्यावसायिक वाहनों के लिए वातिल टायर-आड़ी और रेडियल प्लाई	IS 15636 : 2005
6.	6690990	पविषम ज्वैलर्स जी.बी. रोड पालक्काड केरल-678001	09-04-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
7.	6691083	मंगल्या ज्वैलर्स मेन रोड नियर होस्पिटल जंक्शन पालक्काड, मन्नारक्काड पोस्ट केरल-678582	09-04-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999

(1)	(2)	(3)	(4)	(5)	(6)
8.	6692489	एश्वर्या गोल्ड सुपर मार्केट रैस बस्नार त्रिशशूर केरल-680001	10-04-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
9.	6696699	स्वरणाण्जली गोल्ड नं. 1/953ए, पुनूर रोड पानूर ग्रामपंचायत कन्नूर केरल-670692	17-04-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
10.	6697095	मलबार रेतना महल (पी) लिमिटेड डोर नं: 12/580ए मरक्कट टावर बाईपास रोड षडकारा केरल-673104	17-04-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
11.	6700765	चिरयत्त गोल्ड सुपर मार्केट चिरयत्त टावर सैत जंक्शन चालक्कुडी त्रिशशूर केरल-680307	20-04-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
12.	6700866	सिटी गोल्ड फैशन ज्वैलरी चंद्रागिरी जंक्शन एम.जी. रोड क्रासरागोड केरल-671121	20-04-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
13.	6701060	मार्को इन्डस्ट्रीज एडवर्टी पी.ओ. VI/256 पी तोडुपुडा इडुक्की केरल-688588	23-04-2007	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	IS 14543 : 2004
14.	6701868	हिमा ज्वैलर्स रॉयल आर्केड रौन नं: XXI/340एच स्टेचू जंक्शन त्रिप्पुण्जिपुरा एरणाकुलम केरल-682301	26-04-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
15.	6703367	आलम्पाट्टु ज्वैलर्स आलम्पाट्टु हॉरिटेज एम.जी. रोड नार्थ एरणाकुलम केरल-682035	03-05-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999

(1)	(2)	(3)	(4)	(5)	(6)
16. 6704773	न्यू टी.के.एम. ज्वैलरी बी.पी. XI-1615-A मेन रोड वेन्जारा मलाप्पुरम केरल-676304	07-05-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
17. 6704874	काञ्चनम फैशन ज्वैलरी नेडुमन्कावु पी.ओ. कोल्लम केरल-691509	07-05-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
18. 6704975	तन्कापालिका ज्वैलर्स यू.आर. बिल्डिंग मार्केट जंक्शन कोट्टारक्करा कोल्लम केरल-691506	07-05-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
19. 6705270	टोम्स पैप्स (पी) लिमिटेड XI/647ए वाषप्पल्ली पञ्चायत वेरूर इंडस्ट्रियल एस्टेट चन्नानाशेरी केरल-686106	08-05-2007	पेय जल की पूर्ति के लिए असुछाटित पी. बी. सी. पाइप	IS 4985 : 2000	
20. 6707577	मोनजन्स ज्वैलरी X/374 एम.आर.एस. अब्दुल रहिमान मेमोरियल बिल्डिंग वट्टानापल्ली त्रिशूर केरल-680614	16-05-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
21. 6707678	मलबार कोच्चिन आर्केड (पी) लिमिटेड 40/515-A, एम.जी.रोड, एरणाकुलम केरल-682101	16-05-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
22. 6707779	मणिग्रामम ज्वैलरी आयूर वेलिनल्लूर कोल्लम केरल-691510	16-05-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
23. 6707880	वनिता ज्वैलरी नवार घोपिंग कोम्लक्स मण्णरक्काड पी.ओ. पालक्काड केरल-678582	16-05-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	

(1)	(2)	(3)	(4)	(5)	(6)
24. 6707981	स्वर्ण महल टी.पी. 9/88ए तिरुवल्लूर पी.ओ. पोनमेरी घटकरा कोयिकोड केरल-673541	16-05-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
25. 6708074	कृष्णन नायर एंड सन्स ज्वैलर्स पद्मविलासम रोड फोर्ट तिरुवनन्तापुरम केरला-695023	16-05-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
26. 6711669	बज्रा प्लास्टिक इन्डस्ट्री डेवलपमेन्ट एरिया अंगामाली एरणाकुलम केरल-683573	24-05-2007	पेय जल की पूर्ति के लिए असुघाटित पी. बी. सी. पाइप	IS 4985 : 2000	
27. 6711770	इरायिल प्रोडक्स एरायिल हैस चेड्डमनाड पी.ओ. आलुवा एरणाकुलम केरल-683578	24-05-2007	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	IS 14543 : 2004	
28. 6714776	सिटी ज्वैलरी ए.एम. कामप्लेक्स मुल्लेरिया पी.ओ. कासरगोड केरल-671543	06-06-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
29. 6717782	राजकुमारी टोटल शॉपिंग होलसेल डिविजन 39/41/1, 14, 15 एवं 16 एस.पी.एम. कोम्पलक्स रुबी नगर, चालै तिरुवनन्तापुरम केरल-695036	15-06-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
30. 6717883	गोल्ड सिटी सिटी सेन्टर कोर्ट जंक्शन मण्णारक्कड पालक्कड केरल-678582	15-06-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	

(1)	(2)	(3)	(4)	(5)	(6)
31. 6720973	एज इन्डस्ट्रीज (पी) लिमिटेड V/58, एडीए कज्जिककोड (वेस्ट) पालक्काड केरल-678623	26-06-2007			IS 13422 : 1992
32. 6721672	श्रीलक्ष्मी पोलिमर्स उदयमपेरूर पी.ओ. नडक्कवु कोच्चिन एरणाकुलम केरल-682307	28-06-2007	पेयजल की पूर्ति के लिए असुघाटित पी. वी. सी. पाइप		IS 4985 : 2000
33. 6722371	जोस्को फैशन ज्वैलर्स ओम्पो:यू.टी.ए. बैंक ऐश्वर्या टावर्स पट्टम तिरुवनन्तापुरम केरल-695004	29-06-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन		IS 1417 : 1999
34. 6722472	ओरिसोन अक्वा प्रोसेसिंग कम्पनी वाट्टनात्तरा पी.ओ. आम्बल्लूर त्रिशूर केरल-680302	29-06-2007	पैकेजबन्द पेयजल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)		IS 14543 : 2004
35. 6723878	महाराणी गोल्ड पार्क के.पी. नः II/437, 438 मेन रोड नियर के.एस.आर.टी.सी. बस स्टेशन कुलतुम्मल काट्टाक्कडा तिरुवनन्तापुरम केरल	05-07-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन		IS 1417 : 1999
36. 6723979	राधाकृष्णा ज्वैलरी मैलाच्चल ओट्टशेखरमंगलम पी.ओ. कीषारूर तिरुवनन्तापुरम केरल	05-07-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन		IS 1417 : 1999
37. 6724577	फरीदा ज्वैलरी सिसन काम्पलेक्स मेन रोड पय्यन्नूर कन्नूर केरल-670307	06-07-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन		IS 1417 : 1999

(1)	(2)	(3)	(4)	(5)	(6)
38. 6726379	अनस्वरा ज्वैलर्स के.एस.आर.टी.सी. जंक्शन अडूर पत्तनामत्तिट्टा केरल-691523	12-07-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
39. 6727381	चेमन्नुर ज्वैलर्स IV/287 बी मन्नारक्कुडी बिल्डिंग त्रिशशूर पालक्काड रोड वडक्कानच्चेरी पालक्काड केरल-678683	17-07-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
40. 6728787	सोना पार्क XI/367-सी:डी प्रणमाम बिल्डिंग त्रिप्रयार पी.ओ. नार्टटिका त्रिशशूर केरल-680566	18-07-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
41. 6731574	जनता सूपर ज्वैलरी कुरुत्तुकुलनारा बिल्डिंग न: 111/183 मेन रोड वडक्कानच्चेरी त्रिशशूर केरल-680582	30-07-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
42. 6731675	एस. स्वामिनाथन ब्रदर्स ज्वैलर्स एन.एच. रोड कारुनागप्पल्ली कोल्लम केरल-690518	30-07-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
43. 6731776	मलबार ड्रासिल इन्डिया (पी) लिमिटेड XIII/801-806 क्रासेन्ट प्लाजा नेशनल हाईवे एडप्पाल मलप्पुरम केरल-679576	30-07-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
44. 6731877	हमीद ज्वैलर्स मुल्लिकल आलप्पुपा केरल-688011	30-07-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	

(1)	(2)	(3)	(4)	(5)	(6)
45.	6732677	वनिता फैशन ज्वैलर्स मेन रोड मण्णाक्काड पी.ओ. पालक्काड केरल-678582	02-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
46.	6732778	वेल्लानिकारन तोमस आन्टनी एण्ड सपस XVI/56, ताना इरिञ्जालक्कुडा त्रिश्शूर केरल-678121	02-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
47.	6735986	अयोध्या ज्वैलर्स राजधानी बिल्डिंग इनसैड ईस्टफोर्ट तिरुवनन्तापुरम केरल-695023	09-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
48.	6736079	ए. गीरी पै गोल्ड एंड डायमंड्स लक्ष्मी चैम्बर्स एम.जी. रोड एरणाकुलम केरल-682035	09-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
49.	6737687	सुलताना ज्वैलर्स मेन रोड बालारामपुरम पल्लिच्चल तिरुवनन्तापुरम केरल-695501	14-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
50.	6737788	मदुक्काक्कुषि ज्वैलर्स बस स्टैण्ड जंक्शन काञ्जिरापल्ली कोट्टायम केरल-686507	14-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
51.	6737879	वनिता फैशन ज्वैलरी कोट्टियम जंक्शन आदिच्चनल्लूर पी.ओ. कोट्टायम कोल्लम केरल-691573	14-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
52.	6737990	तकडियेल गोल्ड बसार् तकाडियेल शॉपिंग कॉम्प्लेक्स पोनक्कुन्नत काञ्जिरापल्ली कोट्टायम केरल-686506	14-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999

(1)	(2)	(3)	(4)	(5)	(6)
53.	6738083	विजयकृष्णा ज्वैलर्स पोस्ट आफिस जंक्शन पुनलूर कोल्लम केरल-691305	14-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
54.	6738184	स्वामिनाथन ब्रदर्स ज्वैलर्स होस्टल जंक्शन कोट्टाराक्कारा कोल्लम केरल-691506	14-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
55.	6738891	पल्लात ज्वैलर्स बासार रोड पुदुक्काड त्रिशूर केरल-680301	16-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
56.	6738992	स्वर्णा आलप्पाट ज्वैलरी 111/349, पडुक्काड विय्यूर त्रिशूर केरल-680010	16-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
57.	6739085	नमस्कार गोल्ड एंड डायमण्ड ज्वैलरी कोय्थकोड रोड एडप्पाल, वाट्टमकुला मलप्पुरम केरल-679576	16-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
58.	6739590	तम्बुरान ज्वैलरी मुक्काडा एलमपल्लूर कुण्डरा कोल्लम केरल-691501	17-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
59.	6739691	त्रिशूर गोल्ड ज्वैलर्स एम.पी./XII/635 मुरुक्कुमपुषा जंक्शन मुरुक्कुमपुषा पी.ओ. वेल्लूर तिरुववनन्तापुरम केरल-695302	17-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
60.	6740477	मेट्रो वुड इन्डस्ट्रीज तेरूर पालियोड पी.ओ. एडयन्नूर कन्नूर केरल-670595	21-08-2007	सामान्य प्रयोजनों के लिए प्लार्डवुड	IS 303 : 1989

(1)	(2)	(3)	(4)	(5)	
61.	6740878	मेट्रो वुड इन्डस्ट्रीज तेरूर पालियोड पी.ओ. एडयन्नूर कन्नूर केरल-670595	21-08-2007	ब्लेकबोर्ड	IS 1417 : 1999
62.	6741880	चिन्नन सपस ज्वैलर्स कालिक्कट रोड पेरुन्तलमण्णा मलाप्पुरम केरल-679322	21-08-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
63.	6746486	एडिमनिक्कल ज्वैलरी मुन्डाक्कयम पी.ओ. कोट्टयम केरल-686513	06-09-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
64.	6745585	कीर्ति पी.वी.सी. प्रोडक्ट्स (पी) लिमिटेड कुमारापुरम पी.ओ. हरिप्पाड आलाप्पुषा केरल	10-09-2007	पेय जल की पूर्ति के लिए असुधाटियत पी. वी. सी. पाइप	IS 4985 : 2000
65.	6746082	गीता ज्वैलरी चालै तिरुवनन्तापुरम केरल-695036	11-09-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
66.	6746183	रेणु ज्वैलरी काम्बिल पी.ओ. कोलनच्चेरी कन्नूर केरल-670 601	11-09-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
67.	6746284	नरितूक्किल ज्वैलर्स पेरावूर पी.ओ. तलेशेशेरी तालुक कन्नूर केरल-670 673	11-09-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
68.	6746587	मिनार गोल्ड पार्क आराफा बिलडिंग मेन रोड कजड्डाड कासरागोड केरल-671 315	13-09-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999

(1)	(2)	(3)	(4)	(5)	(6)
69.	6747892	मेक्का ब्लै एण्ड बोर्ड्स VI 318 जो आसावनूर पी.ओ. ओडवकाली पेरुमपावूर कुन्नुनाडु तालुक एरणकुलम केरल-683549	17-09-2007	सामान्य प्रयोजनों के लिए प्लाईवुड	IS 303 : 1989
70.	6747993	मेक्का ब्लै एण्ड बोर्ड्स VI 318 जो आसावनूर पी.ओ. ओडवकाली पेरुमपावूर कुन्नुनाडु तालुक एरणकुलम केरल-683549	17-09-2007	ब्लैकबोर्ड	IS 1659 : 2006
71.	6750851	स्वर्ण एवं स्वर्ण मिश्रधातुएं मैन रोड तलियरम कन्नूर केरल-670555	25-09-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
72.	6751477	मेक्का ब्लै एण्ड बोर्ड्स तेरुवा तलियर पी.ओ. इडावनूर कन्नूर केरल-670555	27-09-2007	लकड़ी के सपाट दरवाजे के शरट्ट (ठोस कोर प्रकार)	IS 2202 : Part 1
73.	6751561	पी.एच.के. रीसिप्ट्स महाराष्ट्र-400001 म. एम. पी. ओ. सांगली महाराष्ट्र महाराष्ट्र-405005	28-09-2007		IS 9537 : Part 3
74.	6751567	स्वर्ण एवं स्वर्ण मिश्रधातुएं मैन रोड तलियरम पी.ओ. कन्नूर केरल-670555	03-10-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
75.	6752001	स्वर्ण एवं स्वर्ण मिश्रधातुएं मैन रोड तलियरम पी.ओ. कन्नूर केरल-670555	03-10-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999

(1)	(2)	(3)	(4)	(5)	(6)
76.	6754990	मूषाइल जुवलरी मूषाइल बिल्डिंग्स मेन रोड पाला पी.ओ. कोट्टायम केरल-686575	15-10-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
77.	6755083	बनिता सूपर फाषन जुवलरी एम.पी. VIII/176 मेन रोड मन्नारक्काड पालक्काड केरल-678582	15-10-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
78.	6755184	राजा ज्वैलर्स सिटी सेन्टर निलेश्वर कासरागोड केरल-671314	15-10-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
79.	6755285	राय्यन गोल्ड डोर नः 20/1082 आप्पोसिट तु एस.बी. ऐ ताषेप्पालम, तिरूर मलप्पुरम केरल-676101	15-10-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
80.	6755386	प्रिनस गोल्ड गोल्ड सूपर मारक्कट मेन रोड इरिट्टी कन्नूर केरल-670703	15-10-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
81.	6755487	मलबार कोडुनाल्लूर सोना बसार्(पी) लिमिटेड डोर नः 12/466/7 आप्पोसिट मुगल तियेट्टर कोडुनाल्लूर त्रिशूर केरल-680664	15-10-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
82.	6755891	गोल्ड सिट्टी वेनटिन प्लासा बिल्डिंग वडक्कानच्चेरी आप्पोसिट कोर्ट त्रिशूर केरल-680582	15-10-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999

(1)	(2)	(3)	(4)	(5)	(6)
83.	6755992	चिरनकन्डत्त ज्वैलर्स टि.सी. 35/2791 एम.ओ. रोड त्रिशशूर केरल-680001	15-10-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
84.	6761583	फालकॉन ज्वैलर्स मेन रोड तलिपरम्बा कन्नूर केरल-670141	09-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
85.	6761684	बालाकृष्णा ज्वैलर्स जी.बी. रोड पालाक्काड केरल	09-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
86.	6761785	एडिमनिक्कल ज्वैलर्स पयवनाडो पी.ओ. राम्नी पत्तनामतिट्टा केरल-689673	09-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
87.	6762585	पोनकोट्टारम 17/82, 83 कन्नूर रोड कूतुपरम्बा पी.ओ. कन्नूर केरल-670643	13-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
88.	6762686	नीट्टुकाट्टिल गोल्ड पार्क नीट्टुकाट्टिल पोप्पिड कोम्प्लेक्स मारक्कट रोड वस स्टैण्ड बालनच्चेरी मलाप्पुरम केरल-676552	13-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
89.	6763991	मिनार इसपाट (पी) लिमिटेड 13/180 आनक्कुप्पिकरा कुट्टिकाट्टूर पी.ओ. कोप्पिकोड केरल-673008	19-11-2007	सामान्य संरचना इस्पात में पुनर्वैलन के लिए कार्बन ढलवाँ इस्पात बिलेट इंगट, बिलेट ब्लूम और स्लैब की विशिष्टि	IS 2830 : 1992
90.	6764084	पालत्ता फाषन ज्वैलर्स पी.टी. जेक्व रोड तोप्पुमपडी एरणाकुलम केरल-682005	19-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999

(1)	(2)	(3)	(4)	(5)	(6)
91. 6764185	पालतरा फाषन ज्वैलर्स मुल्लक्कल आलप्पुषा केरल-688011	19-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
92. 6764286	पालतरा फाषन ज्वैलर्स पोस्ट आफ़ीस जंकशन पुनलूर कोल्लम केरल-691305	19-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
93. 6764387	पालतरा फाषन ज्वैलर्स ए.सी. रोड चेरत्तला आलप्पुषा केरल-688524	19-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
94. 6764488	पुञ्जिचेरी ज्वैलर्स एषवतुरुत्ती पोन्नानी मलाप्पुरम केरल-679577	19-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
95. 6764892	गोल्ड फोर्ट ज्वैलर्स बैपास जंगशन ब्रिड्ज रोड आलुवाय एरणाकुलम केरल-683101	20-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
96. 6764993	इ.टी. देवसी & सन्स एड्रेशरी ज्वैलरी एड्रेशरी बिल्डिंग XXVIII/658 रेलवे स्टेशन रोड चालक्कुडी त्रिशूर केरल-680307	20-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
97. 6765793	जेस्को पैप्स तत्तापिल्ली नोर्ट परवूर मान्नाम पी.ओ. एरणाकुलम केरल-683520	20-11-2007	पेय जल की पूर्ति के लिए असुघाटित पी. वी. सी. पाइप	IS 4985 : 2000	
98. 6766896	आलप्पाट गोल्डन (पी) लिमिटेड सी.सी. 40/558-565 जुवल जंगशन एम.जी. रोड कोच्ची एरणाकुलम केरल-682011	27-11-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	

(1)	(2)	(3)	(4)	(5)	(6)
99.	6767696	बदरिया वुड इन्डस्ट्रीस कोनाम रोड कुरुमादटूर तलिपरम्बा कन्नूर केरल-670142	29-11-2007	ब्लैकबोर्ड	IS 1659 : 2004
100.	6767797	बदरियन वुड इन्डस्ट्रीस कोनाम रोड कुरुमादटूर तलिपरम्बा कन्नूर केरल-670142	29-11-2007	सामान्य प्रयोजनों के लिए प्लाईवुड	IS 303 : 1989
101.	6767902	जे.जे. प्लैवुड इन्डस्ट्रीस IX/754-बी पी.पी. रोड पट्टिमट्टम एरणाकुलम केरल-683562	30-11-2007	सामान्य प्रयोजनों के लिए प्लाईवुड	IS 303 : 1989
102.	6769195	बोम्बे गोल्ड पुत्तानात्ताणी पुन्नात्तला पी.ओ. तिरूर मलप्पुरम केरल-676552	05-12-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
103.	6769296	अरक्कल ज्वैलर्स षा पोप्पिड महल VII-65सीए,सीबी,सीसी,सीडी,सीएफ आप्पो: बस स्टेन्ड, सौध बैपास चावक्काड त्रिशशूर केरल-680001	05-12-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
104.	6769397	एवरस्ट ज्वैलर्स न्यू चर्च रोड त्रिशशूर केरल-680001	05-12-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
105.	6769094	जे.जे. प्लैवुड इन्डस्ट्रीस IX/75-4बी पी.पी. रोड पट्टिमट्टम एरणाकुलम केरल-683562	07-12-2007	ब्लैकबोर्ड	IS 1659 : 2004

(1)	(2)	(3)	(4)	(5)	(6)
106. 6772891	कैरली फायन ज्वैलर्स कठिनमकुलम पुतुकुरिच्चि पी. ओ. तिरुवनन्तापुरम केरल-695303	17-12-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
107. 6772992	एक्सल ज्वैलर्स कॉलेज रोड पयवड्डाडी पी. ओ. रान्नी, पत्तनामत्तिट्टा केरल-689673	17-12-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
108. 6773085	मार्टत्तिल प्रिया ज्वैलरी बिल्डिंग नं. XXIII/1032 मार्टत्तिल बिल्डिंगस मेन रोड, पाला कोट्टयम केरल-686575	17-12-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
109. 6773186	चेमपकाशरी गोल्ड पालस XV/697-अल-अमीन पोप्पिंग कोम्पलक्स ढाणा-इरिन्नालक्कुडा त्रिशूर केरल-660121	17-12-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
110. 6773287	पोन्नरा ज्वैलर्स नियर बस स्टेन्ड चोरुवनूर पी. ओ. कासरागोड केरल-671313	17-12-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
111. 6773388	बीमा ज्वैलर्स के.एल. 7/271ए ताना कन्नूर केरल-670012	17-12-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
112. 6773489	सुरभी गोल्ड पार्क त्री रोड जंगशन पिरावम एरणाकुलम केरल-686664	17-12-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
113. 6773590	सूर्या ज्वैलर्स पी.पी. IX/121(1) पोत्तनकोड पी. ओ. अइरूप्पारा तिरुवनन्तापुरम केरल	17-12-2007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	

(1)	(2)	(3)	(4)	(5)	(6)
114. 6778402	जोस्को फायन ज्वैलरी आप्यो : एल.आई.सी. आफिस पेन रोड काञ्चडुडाड कासरागोड केरल-671315	01-01-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
115. 6778703	मिनर इस्पात (पी) लिमिटेड 13/180 आनाचकुण्णिक्करा कुट्टिकाट्टूर पी. ओ. पार्थिवकोट केरल-673008	01-01-2008	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिए एवं तार-विशिष्ट	IS 1786 : 1985	
116. 6781690	कलिंगपुराम अम्बिली ज्वैलर्स डॉ. वं. N.V.111/578 कलिंगपुराम पार्थिव कोम्पलक्स अलतारा त्रिशूर केरल-680121	09-01-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
117. 6781791	न्यू फायन ज्वैलरी मुलमतुरत्ती पी. ओ. एरणाकुलम केरल-682314	09-01-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
118. 6781892	शिवकान्त ज्वैलर्स मट्टटूर रोड चालोड कन्नूर केरल-670595	09-01-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
119. 6781993	ताजमहल फायन ज्वैलरी ओपी : टाऊण मस्जिद काल्लरा पी. ओ. तिरुवनन्तापुरम केरल-695608	09-01-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
120. 6782086	एम.के. फायन ज्वैलरी कायनल्लूर पी. ओ. कोदलम केरल-691576	09-01-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999	
121. 6782389	केयम स्टील रीरोलिंग मिल कायमलाम पी. ओ. पडिकुनु कन्नूर केरल-670602	09-01-2008	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिए एवं तार-विशिष्ट	IS 1786 : 1985	

(1)	(2)	(3)	(4)	(5)	(6)
122.	6782490	गाषा स्टील (पी) लिमिटेड VIII/812-ए न्यू इन्डस्ट्रियल डेवलपमेंट एरिया मेनोनपारा रोड काञ्चिकोड पुतुशेरी पालक्काड केरल-678621	10-01-2008	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिए एवं तार-विशिष्ट	IS 1786 : 1985
123.	6785702	जितिन इन्डस्ट्रीस XII/706, 707 मुकुन्दापुराम पट्टत्तानाम चवरा कोल्लम केरल-691585	23-01-2008	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)-	IS 14543 : 2004
124.	6786296	दीपम जुवलरी इरिनावे पी. ओ. चेरुकुनु (वया) कन्नूर केरल-670301	28-01-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
125.	6789407	मलबार इन्टरनाषनल गोल्ड डिजाइन (पी) लिमिटेड डी/एन XIII /671 चन्द्रागिरी रोड नियर पद्मा क्लिनिक काञ्चान्नाड कासरागोड केरल-671315	07-02-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
126.	6789508	स्त्रीकृष्णा जुवलरी IX/267 एमिरेट्स बिल्डिंग आर.वी. टैव्वर ईस्ट नडा गुरुवायूर त्रिश्शूर केरल-680101	07-02-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
127.	6789609	कोल्लाट्ट जुवलरी ईस्ट फोर्ट गेट त्रिप्पूणितुरा एरणाकुलम केरल-682301	07-02-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999

(1)	(2)	(3)	(4)	(5)	(6)
128.	6789710	रीगल जुवलेरी कुटिटपुरम रोड 8/88 एडप्पाल पि. ओ. मलप्पुरम कैरल-679576	07-02-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
129.	6789811	शिल्पा जुवलेर्स क्यू. एस. रोड पुलमन पि.ओ. काट्टाराक्करा कोल्लम कैरल 691531	07-02-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
130.	6791289	अन्तर पैप्स 16, अत्ताणी इन्डस्ट्रीयल पेरिंगटूर डेवलपमेन्ट प्लोट विश्वपुर कैरल-680581	12-02-2008	पानी की आपूर्ति के लिए उच्च घनत्व वाले पॉलिएथिलीन पाइप-	IS 4948 : 1995
131.	6791390	फाब्रास गेल्ड पालस & वेडिंग सेन्टर XVI/1016, पी.पी. रोड परमपायूर पि. ओ. परमपाकुलम कैरल-683542	12-02-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
132.	6791491	अन्ना फायन जुवलेरी मि.सी. 8/107-11, सिटी कास्टिल इस फोर्ट विश्वपुर कैरल-680005	12-02-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
133.	6792190	अस्मा रबड़ प्रोडक्स (पी) लिमिटेड प्लोट नं. 39/बी कोट्टिच्चन स्पेण्यल एक्कणोमिक सोण काक्कनाड कोट्टिच्चन परमपाकुलम कैरल-682037	14-02-2008	एक बार उपयोग वाले रबड़ के शल्य क्रिया दस्ताने	IS 13422 : 1992
134.	6794602	ऐश्वर्या जुवलेरी पुत्तित्तैरु चिरक्कल कन्नूर कैरल-670011	21-02-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
135.	6794703	बोड्डा जुवलेर्स ए.एम. रोड परमपायूर परमपाकुलम कैरल	21-02-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999

(1)	(2)	(3)	(4)	(5)	(6)
136.	6795095	टेकमान कम्पासिटेस (पी) लिमिटेड XV/565 डेवलप्मेन्ट एरिया एडयार एरणाकुलम केरल-683502	26-02-2008	ए सी विद्युत तंत्रों के लिए स्वतः ठीक होने वाले 1000 वोल्ट की रेटित वोल्टता के संत संधारित्र	IS 13340 : 1993
137.	6797608	ट्राको केबिल कम्पनी लिमिटेड चुमात्तरा पी.ओ. तिरुवल्ला पत्तनामतिट्टा केरल-689103	29-02-2008	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	IS 694 : 1990
138.	6798509	कैरली जुवलेर्स शंगमुगम रोड नियर मेनका बस स्टान्ड मरैन ड्रैव एरणाकुलम केरल-682031	05-03-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
139.	6798610	ब्रिन्दावन जुवलेर्स उत्तुट्टाति विल्लिङ्ग मेणुवेली पोस्ट पत्तनामतिट्टा केरल-689532	05-03-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
140.	6798711	मुकेश जुवलेरी कै.पी. II/129 मारक्कट रोड काट्टाक्कडा तिरुवनन्तापुराम केरल-695572	05-03-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
141.	6798812	स्वरणा महल बस स्टान्ड रोड जुमा मसजिद कोप्लक्स पानूर कन्नूर केरल	05-03-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
142.	6801165	कोप्पर चेम ए4, सिडको इन्डस्ट्रीयल एस्टेट ओलवक्कोड पालक्काड केरल-678731	10-03-2008	कोप्पर सलफेट	IS 261 : 1982
143.	6802975	मिच्चले रवेर्स कोट्टविला, मुन्डेला पुत्तुकुलनगरा पी.ओ. वैल्लनाड तिरुवनन्तापुराम केरल-695544	17-03-2008	अमोणिया संरक्षित सांद्र प्राकृतिक रबड़ लैटेक्स	IS 5430 : 1981

(1)	(2)	(3)	(4)	(5)	(6)
144.	6804171	अरंगत्त अक्वा मिनरल्स अरंगत्त हौस (IX/558-बी) अयारकुन्नाम पञ्चायत्त अरुमानूर पोस्ट कोट्टयम केरल-686568	24-03-2008	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)-	IS 14543 : 2004
145.	6804272	फैब स्टार फुट & बिबरेजस कन्टेइनेर्स कोलनचेरी एरणाकुलम केरल-682311	24-03-2008	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)-	IS 14543 : 2004
146.	6804575	जास्को गोल्ड के.एम.सी. 1/1209-ए2-ए5 फालको टैवर मेडन रोड काञ्जगाड कासरागोड केरल-671315	24-03-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
147.	6807379	स्त्रीकृष्णा जुवलरी स्त्रीकृष्णा कोमलापुरम अनलूक्कुनु पी. ओ. अलाप्पुषा केरल-688006	31-03-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
148.	6807581	वज्रा क्रियेप्स (पी) लिमिटेड XXVIII/621-जे2 पुलिमूट्टिल रोजी रोजो टैवर बैपास रोड इडुक्की केरल-685584	31-03-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
149.	6807682	मलानाड जुवलेर्स कल्लमकादम बिल्डिंग मेडन रोड, मलप्पट्टा वयनाड केरल	31-03-2008	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999

[सं. सीएमडी. 13:11]

सी. के. महेश्वरी, वैज्ञानिक-जी (प्रमाणन)

New Delhi, the 5th April, 2010

S.O. 1041.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE**List of Licences Granted during the period of 2007-2008**

Sl. No.	CMLNo	Licensee Name & Address	Grant Date	IS No.	Part.	Sec.	Year	Title of the Standard
1	2	3	4	5	6	7	8	9
1.	6688094	Akkara Gold Super Market Main Road, Ollur, Thrissur, Kerala-680306	02-04-2007	IS 1417 : 1999				Gold and gold alloys, Jewellery/artefacts - fineness and marking-
2.	6688195	Fashion Gold Mahal Private Limited Neelagiri Bulding, Bus Stand, Kasaragod, Cheruvathur, Kerala-671313	02-04-2007	IS 1417 : 1999				Gold and gold alloys, Jewellery/artefacts - fineness and marking-
3.	6688296	Onattuthottathil Jewellers MP VI 576, Kozhikkode Road, Wayanad, Mananthavady, Kerala-670645	03-04-2007	IS 1417 : 1999				Gold and gold alloys, Jewellery/artefacts - fineness and marking-
4.	6693693	Apollo Tyres Limited Kalamassery Ernakulam, Ernakulam, Kerala	04-4-2007	IS 15636 : 2005				Automotive vehicles- pneumatic tyres for com- mercial vehicles-dia- gonal and radial ply
5.	6694190	Apollo Tyres Limited Perambra P.O. Chalakudy Thrissur Kerala	04-4-2007	IS 15636 : 2005				Automotive vehicles- pneumatic tyres for commercial vehicles-diagonal and radial ply
6.	6690990	Pavizham Jewellers G.B. Road, Palakkad, Kerala-678001	09-04-2007	IS 1417 : 1999				Gold and gold alloys, jewellery/artefacts - fineness and marking-
7.	6691083	Mangalya Jewellers Main Road, Near Hospital Junction Palakkad Mannarkkad P.O. Kerala-678582	09-04-2007	IS 1417 : 1999				Gold and gold alloys, Jewellery/artefacts - fineness and marking-
8.	6692489	Aiswarya Gold Supper Market Rice Bazaar, Thrisur Kerala-680001	10-4-2007	IS 1417 : 1999	9-4-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -

1	2	3	4	5	6	7	8	9
9.	6696699	Swarnanjali Gold No. 1/953A, Puthur Road, Panoor, Panoor Grama, Panchayath Kannur Panoor, Kerala	17-4-2007	IS 1417: 1999	17-4-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
10.	6697095	Malabar Retna Mahal (P) Ltd. Door No. 12/580A Muscat Tower Byepass Road Kozhikode Vatakara Kerala-673104	17-4-2007	IS 1417: 1999	17-4-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
11.	6700765	Chirayath Gold Super Market Chirayath Tower, South Junction Chalakudy Thrissur Chalakudy Kerala-680307	20-4-2007	IS 1417: 1999	19-4-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
12.	6700866	City Gold Fashion Jewellery Chandragiri Junction M.G. Road Kasaragod Kasargod Kerala-680307	20-4-2007	IS 1417: 1999	19-4-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
13.	6701060	Marco Industries Edavetty P.O., VI/256D, Thodupuzha Idukki, Thodupuzha Kerala-680307	23-4-2007	IS 14543: 2004	22-4-2009	FAD	Operative	Packaged drinking water (other than packaged natural mineral water) -
14.	6701868	Hima Jewellers Royal Arcade Shop No. XX1/340H Statue Junction Tripunithura Ernakulam Tripunithura Kerala-682391	26-4-2007	IS 1417: 1999	25-4-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
15.	6703367	Alapatt Jewellers Alapatt Heritage M. G. Road North Ernakulam Ernakulam, Kerala-682035	3-5-2007	IS 1417: 1999	2-5-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
16.	6704773	New T.K.M. Jewellery	7-5-2007	IS 1417: 1999	6-5-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts-

1	2	3	4	5	6	7	8	9
		VP.XI-1615-A Main Road, Vengara Malappuram Vengara Kerala-676304						Fineness and marking -
17.	6704874	Kanchanam Fashion Jewellery Nedumoncavu P.O. Kollam Nedumoncavu P.O. Kerala-691509	7-5-2007	IS 1417: 1999	6-5-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
18.	6704975	Thankamalika Jewellers U.R. Building Market Junction Kottarakara Kollam Kottarakara Kerala-691506	7-5-2007	IS 1417: 1999	6-5-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
19.	6705270	Toms Pipes Pvt. Ltd. XI/647 A, Vazhappally Panchayath Veroor Industrial Estate, Kottayam, Changanacherry Kerala-686106	8-5-2007	IS 4985: 2000	7-5-2009	CED	Operative	Unplasticized pvc pipes for potable water supplies -
20.	6707577	Monjans Jewellery X/374/M, R.S. Abdul- Rahiman Memorial- Building, Vatanappally Panchayat P.O. Thrissur, Vatanappally Kerala-680614	16-5-2007	IS 1417: 1999	15-5-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
21.	6707678	Malabar Cochin Arcade (P) Ltd. 40/515-A, M.G. Road, Ernakulam, Ernakulam Kerala-682101	16-5-2007	IS 1417: 1999	15-5-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
22.	6707779	Manigramam Jewellery Oyoor, Kollam Kollam Velinalloor Kerala-691510	16-5-2007	IS 1417: 1999	15-5-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
23.	6707880	Vanitha Jewellery Nawar Shopping Complex Mannarkkad P.O., Palakkad Mannarkkad Kerala-678582	16-5-2007	IS 1417: 1999	15-5-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -

1	2	3	4	5	6	7	8	9
24.	6707981	Swarna Mahal T.P. 9/88A Thiruvallur P.O. Ponmeri, Vatakara Kozhikode Thiruvallur Kerala-673541	16-5-2007	IS 1417: 1999	15-5-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
25.	6708074	Krishnan Nair & Sons Jewellers Padma Vilasom Road Fort, Thiruvananthpuram Trivandrum Kerala-695023	16-5-2007	IS 1417: 1999	15-5-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
26.	6711669	Vajra Plastic Industry Development Area Angamaly Eranakulam Angamaly Kerala-683573	24-5-2007	IS 4985: 2000	23-5-2009	CED	Operative	Unplasticized pvc pipes for potable water supplies -
27.	6711770	Erayil Products Erayil House Chengamanad P.O. Aluva Ernakulam Aluva Kerala-683578	24-5-2007	IS 14543: 2004	24-5-2009	FAD	Under Stop Marking	Packaged drinking water (other than packaged natural mineral water) -
28.	6714776	City Jewellery A.M. Complex Mulleria P.O. Kasaragod, Kasaragod Kerala-671543	6-6-2007	IS 1417: 1999	5-6-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
29.	6717782	Rajakumari Total Shopping Wholesale Division 39/41/1, 14, 15 & 16 S.P.M. Complex Rube Nagar, Chalai, TVPM Thiruvananthpuram Trivandrum Kerala-695036	15-6-2007	IS 1417: 1999	14-6-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
30.	6717883	Gold City City Centre Court Junction Palakkad Mannarkkad Kerala-678582	15-6-2007	IS 1417: 1999	14-6-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
31.	6720973	Age Industries Private Ltd. V/58, IDA Kanjikode (W) Palakkad Kanjikode Kerala-678623	26-6-2007	IS 13422: 1992	25-6-2009	PCD	Operative	Disposable surgical rubber gloves -

1	2	3	4	5	6	7	8	9
32.	6721672	Sreelakshmi Polymers Udayamperoor P.O. Nadakkavu Eranakulam, Cochin Kerala-682307	28-6-2007	IS 4985 : 2000	27-6-2009	CED	Operative	Unplasticized poly- pipes for potable water supplies -
33.	6722371	Josco Fashion Jewellers Opp. U.T.I. Bank Aiswarya Towers Thiruvananthapuram Pattom Kerala-695004	29-6-2007	IS 1417 : 1999	28-6-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
34.	6722472	Orison Aqua Processing Company Vattanathra P.O. Amballur Trichur Thrissur Kerala-680302	29-6-2007	IS 1417 : 1999	28-6-2010	MTD	Operative	Packaged drinking water (other than packaged natural mineral water) -
35.	6723878	Maharani Gold Park, K.P. No. II/437, 438 Main Road Near Ksrtc Bus Station Kattakada, Kulathummal Thiruvananthapuram Kerala	5-7-2007	IS 1417 : 1999	4-7-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
36.	6723979	Radhakrishna Jewellery Mylachel, Ottasekaramangal AM P.O. Keezharoor, Thiruvananthapuram Kerala	5-7-2007	IS 1417 : 1999	4-7-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
37.	6724577	Fareeda Jewellery Ceeson Complex Main Road, Kannur Payyanur Kerala-670307	6-7-2007	IS 1417 : 1999	5-7-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
38.	6726379	Anaswara Jewellers K.S.R.T.C. Junction Pathanamthitta Adoor, Kerala	12-7-2007	IS 1417 : 1999	11-7-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -
39.	6727381	Chemmanur Jewellers IV/287 B Mannarkudy Building Trissur Palakkad Road Palakkad Vadakkencherry Kerala-678683	17-7-2007	IS 1417 : 1999	16-7-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking -

1	2	3	4	5	6	7	8	9
40.	6731574	Sona Park XII/367-C&D Pranamam Building Thripunthi P.O. Nattika Thrissur Nattika Kerala-680566	18-07-2007	IS 1417:1999	22-07-2010	MTD	Operative	Gold and gold alloys, jewellery/artefacts- fineness and marking-
41.	6731574	Jasanth Super Jewellery Kuruthukulangara Bldg. No. 111/183 Main Road Thrissur Wadakanchery Kerala-680582	30-4-2007	IS 1417:1999	29-07-2010	MTD	Operative	Gold and gold alloys, jewellery/artefacts- Fineness and marking-
42.	6731776	Malabar Dazzle XIII/801-806, Crescent Plaza, National Highway Edappal Malappuram Kerala-690518	30-07-2007	IS 1417:1999	29-07-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
43.	6731776	Malabar Dazzle India Pvt. Ltd., XIII/801-806, Crescent Plaza, National Highway Edappal Malappuram Kerala-679576	30-07-2007	IS 1417:1999	29-07-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
44.	6731877	Manmad Jewellers Munakkal Alappuzha Kerala-688011	30-07-2007	IS 1417:1999	29-07-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
45.	6732677	Varsha Fashion Jewellery Main Road, Mannarkad P.O. Mannarkad Mannarkad Kerala-678582	02-08-2007	IS 1417:1999	01-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
46.	6732778	Vellanikaran Thomas Antony and Sons XVI/56, Tana Irinjalekuda Thrissur Irinjalakuda Kerala-680121	02-08-2007	IS 1417:1999	01-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-

1	2	3	4	5	6	7	8	9
47.	6735986	Ayodhya Jewellers Rajadhani Buildings Inside East Fort Thiruvananthpuram Kerala- 695023	09-08-2007	IS 1417:1999	08-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
48.	6736079	A. Geeri Pai Gold & Diamonds Lakshmi Chambers M. G. Road Eranakulam Kerala- 682035	09-08-2007	IS 1417:1999	08-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
49.	6737687	Sulthana Jewellery Main Road Balaramapuram Pallichal Thiruvananthpuram Pallichal Kerala	14-08-2007	IS 1417:1999	13-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
50.	6737788	Madukakuzhy Jewellers Bus Stand Junction Kanjirapally Kottayam Kanjirapally Kerala- 686507	14-08-2007	IS 1417:1999	13-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
51.	6737889	Vanitha Fashion Jewellery Kottayam (JN) Kottayam Adichanalloor P. O. Kollam Kottiyam Kerala- 691573	14-08-2007	IS 1417:1999	13-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
52.	6737990	Thakadiyel Gold Bazar Thakadiyel Shopping Complex Ponkunnam, Kanjira Ppally Kottayam Kanjirapally Kerala- 686506	14-08-2007	IS 1417:1999	13-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-

1	2	3	4	5	6	7	8	9
53.	6738083	Vijaya Krishna Jewellers Post Office Junction Punalur Kollam Punalur Kerala 691305	14-08-2007	IS 1417: 1999	13-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
54.	6738184	Swaminathan Bros. Jewellers Hospital Junction Kottarakara Kollam Kottarakara Kerala- 691506	14-08-2007	IS 1417: 1999	13-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
55.	6738891	Pallath Jewellery Bazar Road, Pudukad Thrissur Pudukad Kerala	16-08-2007	IS 1417: 1999	15-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
56.	6738992	Swarna Alapatt Jewellery 111/349, Padukkad Viyoor Thrissur Viyoor Kerala- 680010	16-08-2007	IS 1417: 1999	15-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
57.	6739085	Namaskaar Gold & Diamond Jewellery Kozhikode Road Edapal, Vattamkula Malappuram Vattamkulam Kerala- 679576	16-08-2007	IS 1417: 1999	15-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
58.	6739590	Thampuram Jewellery Mukkada, Elampalloor Kundara Kollam Elampalloor Kerala- 691501	17-08-2007	IS 1417: 1999	16-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
59.	6739591	Thrissur Gold Jewellers M. P/XII/635 Murukkumpuzha JN.	17-08-2007	IS 1417: 1999	16-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-

1	2	3	4	5	6	7	8	9
		Murukkumpuzha P. O., Velloor Thiruvananthapuram Velloor Kerala- 695302						
60.	6740777	Metro Wood Industries Therur, Palayode P. O. Edayannur Kannur Kerala	21-08-2007	IS 303 : 1989	20-08-2009	CED	Operative	Plywood for general purposes
61.	6740878	Metro Wood Industries Therur, Palayode PO, Edayannur Kannur Kerala	21-08-2007	IS 1659 : 2004	20-08-2010	CED	Operative	Block boards
62.	6741888	Chinnan Sons Jewellers Calicut Road Malappuram Perinthalmanna Kerala 679322	21-08-2007	IS 1417 : 1999	22-08-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts-Fineness and marking-
63.	6746486	Edimannickal Jewellers Mundakayam P. O. Kottayam Kottayam Kerala 686513	06-09-2007	IS 1417 : 1999	12-09-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts-Fineness and marking-
64.	6745585	Keerthi PVC Products Private Limited Kumarapuram PO Haripad Alappuzha Haripad Kerala	10-09-2007	IS 4985 : 2000	09-09-2009	CED	Operative	Unplasticized pvc pipes for potable water supplies-
65.	6746082	Geetha Jewellery Chalai Thiruvananthapuram Thiruvananthapuram Thiruvananthapuram Kerala 695036	11-09-2007	IS 1417 : 1999	10-09-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts-Fineness and marking-

1	2	3	4	5	6	7	8	9
66.	6746183	Rinu Jewellery Kambil P. O. Kolachery Kannur Kolachery Kerala 670601	11-09-2007	IS 1417: 1999	10-09-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
67.	6746284	Narithookkil Jewellers Peravoor P. O. Thalassery Taluk Kannur Peravoor Kerala 670673	11-09-2007	IS 1417: 1999	10-09-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
68.	6746387	Minar Gold Park Arafa Building Main Road, Kanhagad Kasaragod Kanhagad Kerala 671315	13-09-2007	IS 1417: 1999	12-09-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
69.	6747892	Mekha Ply and Board VI 318G, Asamannoor P. O. Odakkali, Perumbavoor, Kunathunadu Taluk Ernakulam Ernakulam 683540	17-09-2007	IS 303: 1989	16-09-2010	CED	Operative	Plywood for general purpose
70.	6747993	Mekha Ply and Board VI 318G, Asamannoor P. O. Odakkali, Perumbavoor, Kunathunadu Taluk Ernakulam Ernakulam 683540	17-09-2007	IS 1659: 2004	16-09-2010	CED	Operative	Block boards
71.	6750881	Devaraj Jewellers Main Road Kannur Taliparamba Kerala 670141	25-09-2007	IS 1417: 1999	24-09-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
72.	6751479	Metro Wood Industries Therur, Palayode P O, Edayannur Kannur Kerala	27-09-2007	IS 2202: Part I	26-09-2009	CED	Operative	Wooden flush door shutters (solid core type) : part I plywood face panels

1	2	3	4	5	6	7	8	9
73.	6751681	PSK Plastics Pattaruparamba K. Puram (P. O) Tanalur Malappuram dist Malappuram Kerala 676307	28-09-2007	IS 9537 : Part 3	27-09-2010	ETD	Operative	Conduits for electrical installations : part 3 rigid plain conduits of insulating materials (Superseding is : 2509)
74.	6752582	Navaratna Jewellers North Bye Pass Road Chavakad P. O. Thrissur Chavakad Kerala	03-10-2007	IS 1417 : 1999	02-10-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
75.	6752683	New Girija Jewellers Main Road Kanhagad P.O. Kasaragod Kanhagad Kerala	03-10-2007	IS 1417 : 1999	02-10-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
76.	6754990	Moozhayil Jewellery Moozhayil Building Main Road Pala P. O. Kottayam Pala Kerala	15-10-2007	IS 1417 : 1999	14-10-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
77.	6755083	Vanitha Super Fashion Jewellery M. P. VIII/176, Main Road, Mannarkkad Palakkad Mannarkkad Kerala	15-10-2007	IS 1417 : 1999	14-10-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
78.	6755184	Raja Jewellers City Centre Nileshwar Kasaragod Nileshwar Kerala 671314	15-10-2007	IS 1417 : 1999	14-10-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-

1	2	3	4	5	6	7	8	9
79.	6755285	Rayyan Gold Door No. 20/1082 Opposite to SBI Thazhepalam, Tirur Malappuram Tirur Kerala 676101	15-10-2007	IS 1417: 1999	14-10-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
80.	6755386	Prince Gold Gold Super Market Main Road, Kannur Iritty Kerala 670703	15-10-2007	IS 1417: 1999	14-10-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
81.	6755487	Malabar Kodungallur Sona Bazar (P) Ltd. Door No. 12/466/7 Opp. Mugal Theatre Kodungallur Thrissur Kodungallur Kerala 680664	15-10-2007	IS 1417: 1999	14-10-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
82.	6755891	Gold City Bentin Plaza Building Opp. Court Thrissur Wadakancherry Kerala	15-10-2007	IS 1417: 1999	15-10-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
83.	6755992	Chirankandath Jewellery TC-35/2791 M.O. Road Thrissur Kerala 680001	15-10-2007	IS 1417: 1999	15-10-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
84.	6761583	Falcon Jewellers Main Road Kannur Taliparamba Kerala 670141	09-11-2007	IS 1417: 1999	08-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
85.	6761684	Balakrishna Jewellery G.B. Road Palakkad Kerala	09-11-2007	IS 1417: 1999	08-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-

1	2	3	4	5	6	7	8	9
86.	6761785	Edimanickal Jewellery Pazhvangadi P.O. Pathanamthitta Ranni Kerala- 689673	09-11-2007	IS 1417:1999	08-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
87.	6762585	Ponkottaram 17/82, 83 Kannur Road, P. O. Kuthuparamba Kannur Kuthuparamba Kerala- 670643	13-11-2007	IS 1417:1999	12-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
88.	6762686	Neettukattil Gold Park Neettukkattil Shopping Complex, Market Road, Bus Stand, Valanchery Malappuram Valancherry Kerala- 676552	13-11-2007	IS 1417:1999	12-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
89.	6763991	Minar Ispat Pvt. Ltd. 13/180, Anakuzhikkara Kuttikatoor P. O. Kozhikode Kerala	19-11-2007	IS 2830:1992	18-11-2009	MTD	Operative	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes
90.	6764084	Palathra Fashion Jewellers P.T. Jacob Road, Thoppumpady Eranakulam Thoppumpady Kerala- 682005	19-11-2007	IS 1417:1999	18-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
91.	6764185	Palathra Fashion Jewellers Mullackal Alappuzha Alleppey Kerala- 688011	19-11-2007	IS 1417:1999	18-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
92.	6764286	Palathra Fashion Jewellers Post Office Junction Punalur, Punalur Kerala- 691305	19-11-2007	IS 1417:1999	18-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking

1	2	3	4	5	6	7	8	9
93.	6764387	Palathra Fashion Jewellers A.C. Road, Cherthala Alappuzha Cherthala Kerala- 688524	19-11-2007	IS 1417: 1999	18-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
94.	6764488	Punchiri Jewellery Ezhavathiruthy Ponnani Malappuram Ezhavathiruthy Kerala- 679577	19-11-2007	IS 1417: 1999	18-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
95.	6764892	Gold Fort Jewellery Bypass Junction Bridge Road, Ernakulam Alwaye Kerala- 683101	20-11-2007	IS 1417: 1999	19-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
96.	6764993	E. T. Dewassy & Sons Edassery Jewellery Edassery Building XXVIII/658, Railway Station Road, Thrissur Chalakudy Kerala- 680307	20-11-2007	IS 1417: 1999	19-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
97.	6765793	Gesco Pipes Thathapilly, North- Paravur Mannam P. O. Ernakulam Kerala- 680520	20-11-2007	IS 4985: 2000	21-11-2009	CED	Operative	Unplasticized pvc pipes for potable water supplies
98.	6766896	Alapatt Gold Den Pvt. Ltd C. C. 40/558-565 Jewel Junction M. G. Road, Ernakulam Kochi Kerala- 682011	27-11-2007	IS 1417: 1999	26-11-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking

1	2	3	4	5	6	7	8	9
99.	6767696	Badariya Wood Industries Koonam Road, Kurumattur Kannur Taliparamba Kerala- 670142	29-11-2007	IS 1659:2004 Block boards	28-11-2009	CED	Operative	Under Stop Marking
100.	6767797	Badariya Wood Industries Koonam Road, Kurumattur Kannur Taliparamba Kerala- 670142	29-11-2007	IS 303:1989	28-11-2009	CED	Operative	Plywood for general purposes
101.	6767902	J. J. Plywood Industries IX/754-B P P Road, Pattimattom Ernakulam Pattimattom Kerala- 683562	30-11-2007	IS 303:1989	29-11-2009	CED	Operative	Plywood for general purposes
102.	6769195	Bombay Gold Puthanathani P. O. Punnathala Malappuram Tirur Kerala- 676552	05-12-2007	IS 1417:1999	05-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
103.	6769296	Arakkal Jewellers Shah Shopping Mall VII-65-CA, CB, CC, CD, CF Opp. Bus Stand South Bypass Thrissur Chaavakkad Kerala 680506	05-12-2007	IS 1417:1999	05-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
104.	6769397	Everest Jewellers New Church Road, Thrissur Kerala- 680001	05-12-2007	IS 1417:1999	05-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
105.	6769094	J. J. Ply wood Industries IX/754-B P. P. Road,	07-12-2007	IS 1659:2004	06-12-2009	CED	Operative	Block boards

1	2	3	4	5	6	7	8	9
		Pattimattom Eranakulam Pattimattom Kerala- 683562						
106.	6772891	Kairali Fashion Jewellers Kadinamkulam Puthucurichy P.O. Thiruvananthapuram Kadinamkulam Kerala- 695303	17-12-2007	IS 1417:1999	16-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
107.	6772992	Excel Jewellers College Road, Pazhavangadi P. O. Pathanamthitta Ranny Kerala- 689673	17-12-2007	IS 1417:1999	16-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
108.	6773085	Mattathil Priya Jewellery No. XXIII/1032 Mattathil Building Main Road, Pala Kottayam Pala Kerala	17-12-2007	IS 1417:1999	16-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
109.	6773186	Chembakassery Gold Palace XV/697-AL-Ameen Shopping Complex Thaana- Irinjalakuda Thrissur Kerala- 680121	17-12-2007	IS 1417:1999	16-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
110.	6773287	Ponnara Jewellers Near Bus Stand Cheruvathur P. O. Kasaragod Kerala- 671313	17-12-2007	IS 1417:1999	16-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
111.	6773388	Bhima Jewellers KL/7/271 A Kannur Thana Kerala- 670012	17-12-2007	IS 1417:1999	16-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking

1	2	3	4	5	6	7	8	9
112.	6773489	Surabhi Gold Park Three Road Junction Piravom Eranakulam Kerala	17-12-2007	IS 1417:1999	16-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
113.	6773590	Soorya Jewellers P. P. IX/121 (1) Pothencode P. O. Ayirooppara Thiruvananthpuram Kerala	17-12-2007	IS 1417:1999	16-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
114.	6778402	Josko Fashion Jewellery Opp. L. I.C. Office Main Road Kasaragod Kanhangad Kerala-671315	01-01-2008	IS 1417:1999	31-12-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
115.	6778705	Minar Ispat Pvt. Ltd. 13/180, Anakuzhikkara, Kuttikatoor P.O. Kerala Kozhikode	01-01-2008	IS 1786:1985	31-12-2009	CED	Operative	High strength deformed steel bars and wires for concrete reinforcement
116.	6781690	Kallingapuram Ambili Jewellers Door No. XVIII/578 Kallingapuram Shopping Complex, Althara, Njalakuda Thrissur Irinjalakuda Kerala-680121	09-01-2008	IS 1417:1999	08-01-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
117.	6781791	New Fashion Jewellery Mulamthuruthy P. O. Eranakulam Mulamthuruthy Kerala-682314	09-01-2008	IS 1417:1999	08-01-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
118.	6781892	Shivakanth Jewellers Mattannur Road Chalode Kannur Chalode Kerala-670595	09-01-2008	IS 1417:1999	08-01-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-

1	2	3	4	5	6	7	8	9
119.	6781993	Taj Mahal Fashion Jewellery Opp. Town Masjid Kallara P.O. Thiruvananthapuram Kallara Kerala-695608	09-01-2008	IS 1417: 1999	08-01-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
120.	6782086	M. K. Fashion Jewellery Kannanalloor P. O. Kollam Kannanalloor Kerala-691576	09-01-2008	IS 1417: 1999	08-01-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
121.	6782389	Keyem Steel Re-Rolling Mill Kayaralam P. O. Padikunnu Kannur Kerala-670602	09-01-2008	IS 1786: 1985	08-01-2011	CED	Operative	High strength deformed steel bars and wires for concrete reinforcement
122.	6782490	Gasha Steels Private Limited VIII/812-A, New Industrial Development Area Menonpara Road Palakkad Kanjikode, Pudukkottai Kerala-678601	10-01-2008	IS 1786: 1985	09-01-2010	CED	Operative	High strength deformed steel bars and wires for concrete reinforcement
123.	6785702	Jithin Industries XII/706, 707 Mukundapuram P.O. Pattathanam Chavara Kollam Chavara Kerala-691585	23-01-2008	IS 14543: 2004	22-01-2010	FAD	Operative	Deferred Packaged drinking water (other than packaged natural mineral water)-
124.	6786296	Deepam Jewellery P. O. Irinave Via Cherukunnu Kannur Cherukunnu Kerala-670301	28-01-2008	IS 1417: 1999	27-01-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking

1	2	3	4	5	6	7	8	9
125.	6789407	Malabar Inter-National Gold Designs (P) Limited D/N XIII/671 Chandragiri Road Near Padma Clinic Kanhagad Kasaragod Kanhagad Kerala-671315	07-02-2008	IS 1417:1999	06-02-2011	MTD	Operative	Gold and gold alloys, Jewellery/ artefacts- Fineness and marking
126.	6789508	Sree Krishna Jewellery IX/267, Emirates Building, R. V. Tower East Nada, Guruvayoor Thrissur Guruvayoor Kerala-680101	07-02-2008	IS 1417:1999	06-02-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
127.	6789609	Kollatt Jewellery East Fort Gate Tripunithura Eranakulam Tripunithura Kerala-682301	07-02-2008	IS 1417:1999	06-02-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
128.	6789710	Regal Jewellery Kuttippuram Road, 8/88 Edappal P. O. Malappuram Edappal Kerala-679576	07-02-2008	IS 1417:1999	06-02-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
129.	6789811	Shilpa Jewellers Q. S. Road, Pulamon P.O. Kottarakara Kollam Kottarakara Kerala	07-02-2008	IS 1417:1999	06-02-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
130.	6791289	Spinner Pipes 26, Athani Industrial Development Plot Thrissur Peringandoor Kerala-680581	12-02-2008	IS 4984:1995	11-02-2010	CED	Operative	High density polyethylene pipees for potable water supplies

1	2	3	4	5	6	7	8	9
131.	6791390	Fawaz Gold Palace & Wedding Centre XVI/1016, P.P. Road, Perumbavoor P. O. Ernakulam Kerala-683542	12-02-2008	IS 1417:1999	11-02-2010	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
132.	6791491	Anna Fashion Jewellery TC-8/107-11, City Castle East Fort, Thrissur Kerala-680005	12-02-2008	IS 1417:1999	11-02-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
133.	6792190	Asma Rubber Products Pvt. Ltd. Plot No. 39/B Cochin Special Economic Zone Kakkanad Cochin-682 037 Ernakulam Kakkanad Keral-682037	14-02-2008	IS 13422:1992	13-02-2010	PCD	Operative	Disposable surgical rubber gloves
134.	6794602	Aishawarya Jewellery Puthitatheru Chirakkal Kannur Kerala-670011	21-02-2008	IS 1417:1999	24-02-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
135.	6794703	Choice Jewellers A. M. Road Perumbavoor Ernakulam Kerala	21-02-2008	IS 1417:1999	24-02-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
136.	6795095	Tecman Capacitors Pvt. Ltd. VI/565 Development Area Edayar Ernakulam Kerala-683502	26-02-2008	IS 13340:1993	25-02-2010	MTD	Operative	Power capacitors of self-healing type for ac power systems having rated voltage up to 650
137.	6795205	Chumathra P. O. Thiruvalla Pathanamthitta Kerala-689103	29-02-2008	IS 1565:1999	27-02-2009	PTD	Operative	upto and including 1100 v

1	2	3	4	5	6	7	8	9
138.	6798509	Kairali Jewellers Shanmugham Road Near Menaka Bus Stand Marine Drive Ernakulam Kerala 682031	05-03-2008	IS 1417:1999	04-03-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
139.	6798610	Vrindavan Jewellers Uthruttathi Building Mezhuvelli (Post) Pathanamthitta Mezhuvelli	05-03-2008	IS 1417:1999	04-03-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
140.	6798711	Mukesh Jewellery K. P. II/129, Market Road Kottakkada Thiruvananthapuram Kottakkada Kerala 682031	05-03-2008	IS 1417:1999	04-03-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
141.	6798812	Swarna Mahal Bus Stand Road Juma Masjid Complex Panoor Kannur Panoor Kerala	05-03-2008	IS 1417:1999	04-03-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking
142.	6801165	Copper Chem A4, Sideo Industrial Estate Palakkad Olavakkod Kerala 678731	10-03-2008	IS 261:1982	09-03-2009	CHD	Operative	Copper sulphate
143.	6802975	Michle Rubbers Kottavila, Mundela Puthukkulangara P. O. Vellanad Thiruvananthapuram Vellanad Kerala 695544	17-03-2008	IS 5430:1981	16-03-2010	PCD	Operative	Ammonia preserved concentrated natural rubber latex
144.	6804171	Arangathu Aqua Minerals Arangathu (II) (IX/558-B), Ayarkunnam	24-03-2008	IS 14543:2004	23-03-2010	FAD	Operative	Packaged drinking water (other than pac- kaged natural mineral water)

1	2	3	4	5	6	7	8	9
		Panchayathu Arumanoor Post Kottayam Arumanoor Kerala-686568						
145.	6804272	Five Star Food & Beverages Containers Emakulam Emakulam Kolenchery Kerala-686511	24-03-2008	IS 14543:2004	23-03-2009	FAD	Operative	Packaged drinking water (other than pac- kaged natural mineral water)-
146.	6804575	Josco Gold KMC-1/209-A 2-A5 Falco Tower Main Road Kasaragod Kandangad Kerala-671315	24-03-2008	IS 1417:1999	23-03-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
147.	6807379	Sreekrishna Jewellery Sreekrishna Komalapuram Analoorkunnam P.O. Alappuzha Komalapuram Kerala-688006	31-03-2008	IS 1417:1999	30-03-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
148.	6807581	Vajra Creations (P) Ltd. XXVIII 621-J2 Pulimoodil Raja Bage Tower Bye Pass Road, Idukki Kerala-685584	31-03-2008	IS 1417:1999	30-03-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-
149.	6807682	Malanad Jewellers Kallankadam Building Main Road, Kalpetta Wayanad Kalpetta Kerala	31-03-2008	IS 1417:1999	30-03-2011	MTD	Operative	Gold and gold alloys, Jewellery/artefacts- Fineness and marking-

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1042.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स साइंटिफिक वेइंग प्रॉडक्ट्स, गाला नं. 6, महावीर इंडस्ट्रियल एस्टेट सर्वे. नं. 653/1(3), सोमनाथ काछीग्राम रोड, डाभोल, ननई-दमन-396230 (यू.टी.) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एमएसी1000" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (क्रैन टाइप) के मॉडल का, जिसके ब्रांड का नाम "मैक्स वे सिस्टम" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/606 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (क्रैन टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल के सीलिंग प्रावधान

कपटपूर्ण उपयोग को रोकने के लिए स्टैमिंग प्लेट पर सीलिंग प्वाइंट फिक्स किए जाते हैं। पॉट, इंडीकेटर की बॉडी के भीतर होता है और पोस्ट को समायोजित करने के लिए बॉडी पर कोई छेद उपलब्ध नहीं कराया जाता है एक सील तार इन छेदों के माध्यम से गुजारा जाता है और सील लगाई जाती है। सील से छेड़छाड़ किए बिना इंडीकेटर खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ और $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (236)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 1042.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Crane Type) with digital indication of medium accuracy (Accuracy Class-III) of series "MAC-100" and with brand name "MAX WEIGH SYSTEM" (hereinafter referred to as the said model), manufactured by M/s. Scientific Weighing Products, Gala No. 6, Mahavir Ind. Estate, Srv. No. 653/1(3), Somnath Kachigam Road, Dabhel, Nanai-Daman-396230 (U.T.) and which is assigned the approval mark IND/09/08/606;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Crane Type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

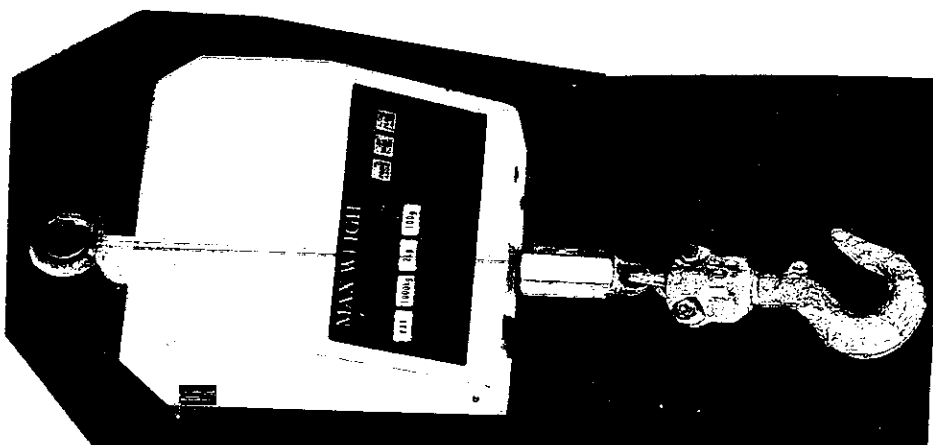


Figure-2 Sealing arrangement

Sealing point is affixed on the stamping plate to avoid fraudulent use. The post is inside the body of the indicator and no hole is provided on the body for adjusting the post. A seal wire is passed through these holes and is sealed. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, and performance of same series with maximum capacity up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM-21 (236)/2008]

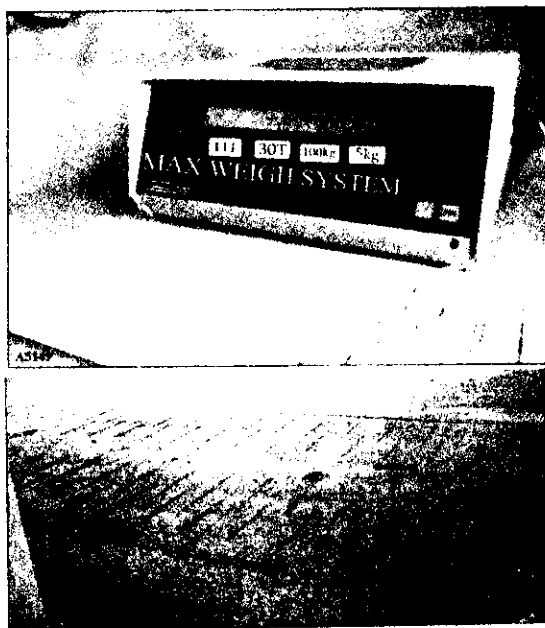
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1043.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स साइंटिफिक वेइंग प्रॉडक्ट्स, गाला नं. 6, महावीर इंडस्ट्रियल एस्टेट सर्वे. नं. 653/1(3), सोमनाथ काछीग्राम रोड, डाभेल, ननई-दमन-396230(यू.टी.) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एमईडब्ल्यू-30टी5" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज टाइप) के मॉडल का, जिसके ब्रांड का नाम "मैक्स वे सिस्टम" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/607 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (वेब्रिज टाइप) है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-3 इंडीकेटर के माडल का सीलिंग प्रावधान

कपटपूर्ण उपयोग को रोकने के लिए स्टैमिंग प्लेट पर सीलिंग प्वाइंट फिक्स किए जाते हैं। पॉट, इंडीकेटर की बॉडी के भीतर होता है और पोस्ट को समायोजित करने के लिए बॉडी पर कोई छेद उपलब्ध नहीं कराया जाता है एक सील तार इन छेदों के माध्यम से गुजारा जाता है और सील लगाई जाती है। सील से छेदछाड़ किए बिना इंडीकेटर खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा निर्मित, विकसित, विक्री के अनुरूप और उसी भाषण पर जिसमें उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के बाट और माप मानक अधिनियम, 1976 (1976 का 60) के अंतर्गत दी गई शर्तों के अलावा उससे अधिक "ई" मान के लिए 500 से 10,000 तक के माप मानक अधिनियम, 1976 (1976 का 60) के अंतर्गत दी गई शर्तों और 100 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , 10^4 , 2×10^4 , 5×10^4 , 10^5 , 2×10^5 , 5×10^5 , 10^6 , 2×10^6 , 5×10^6 , 10^7 , 2×10^7 , 5×10^7 , 10^8 , 2×10^8 , 5×10^8 , 10^9 , 2×10^9 , 5×10^9 , 10^{10} , 2×10^{10} , 5×10^{10} , 10^{11} , 2×10^{11} , 5×10^{11} , 10^{12} , 2×10^{12} , 5×10^{12} , 10^{13} , 2×10^{13} , 5×10^{13} , 10^{14} , 2×10^{14} , 5×10^{14} , 10^{15} , 2×10^{15} , 5×10^{15} , 10^{16} , 2×10^{16} , 5×10^{16} , 10^{17} , 2×10^{17} , 5×10^{17} , 10^{18} , 2×10^{18} , 5×10^{18} , 10^{19} , 2×10^{19} , 5×10^{19} , 10^{20} , 2×10^{20} , 5×10^{20} , 10^{21} , 2×10^{21} , 5×10^{21} , 10^{22} , 2×10^{22} , 5×10^{22} , 10^{23} , 2×10^{23} , 5×10^{23} , 10^{24} , 2×10^{24} , 5×10^{24} , 10^{25} , 2×10^{25} , 5×10^{25} , 10^{26} , 2×10^{26} , 5×10^{26} , 10^{27} , 2×10^{27} , 5×10^{27} , 10^{28} , 2×10^{28} , 5×10^{28} , 10^{29} , 2×10^{29} , 5×10^{29} , 10^{30} , 2×10^{30} , 5×10^{30} , 10^{31} , 2×10^{31} , 5×10^{31} , 10^{32} , 2×10^{32} , 5×10^{32} , 10^{33} , 2×10^{33} , 5×10^{33} , 10^{34} , 2×10^{34} , 5×10^{34} , 10^{35} , 2×10^{35} , 5×10^{35} , 10^{36} , 2×10^{36} , 5×10^{36} , 10^{37} , 2×10^{37} , 5×10^{37} , 10^{38} , 2×10^{38} , 5×10^{38} , 10^{39} , 2×10^{39} , 5×10^{39} , 10^{40} , 2×10^{40} , 5×10^{40} , 10^{41} , 2×10^{41} , 5×10^{41} , 10^{42} , 2×10^{42} , 5×10^{42} , 10^{43} , 2×10^{43} , 5×10^{43} , 10^{44} , 2×10^{44} , 5×10^{44} , 10^{45} , 2×10^{45} , 5×10^{45} , 10^{46} , 2×10^{46} , 5×10^{46} , 10^{47} , 2×10^{47} , 5×10^{47} , 10^{48} , 2×10^{48} , 5×10^{48} , 10^{49} , 2×10^{49} , 5×10^{49} , 10^{50} , 2×10^{50} , 5×10^{50} , 10^{51} , 2×10^{51} , 5×10^{51} , 10^{52} , 2×10^{52} , 5×10^{52} , 10^{53} , 2×10^{53} , 5×10^{53} , 10^{54} , 2×10^{54} , 5×10^{54} , 10^{55} , 2×10^{55} , 5×10^{55} , 10^{56} , 2×10^{56} , 5×10^{56} , 10^{57} , 2×10^{57} , 5×10^{57} , 10^{58} , 2×10^{58} , 5×10^{58} , 10^{59} , 2×10^{59} , 5×10^{59} , 10^{60} , 2×10^{60} , 5×10^{60} , 10^{61} , 2×10^{61} , 5×10^{61} , 10^{62} , 2×10^{62} , 5×10^{62} , 10^{63} , 2×10^{63} , 5×10^{63} , 10^{64} , 2×10^{64} , 5×10^{64} , 10^{65} , 2×10^{65} , 5×10^{65} , 10^{66} , 2×10^{66} , 5×10^{66} , 10^{67} , 2×10^{67} , 5×10^{67} , 10^{68} , 2×10^{68} , 5×10^{68} , 10^{69} , 2×10^{69} , 5×10^{69} , 10^{70} , 2×10^{70} , 5×10^{70} , 10^{71} , 2×10^{71} , 5×10^{71} , 10^{72} , 2×10^{72} , 5×10^{72} , 10^{73} , 2×10^{73} , 5×10^{73} , 10^{74} , 2×10^{74} , 5×10^{74} , 10^{75} , 2×10^{75} , 5×10^{75} , 10^{76} , 2×10^{76} , 5×10^{76} , 10^{77} , 2×10^{77} , 5×10^{77} , 10^{78} , 2×10^{78} , 5×10^{78} , 10^{79} , 2×10^{79} , 5×10^{79} , 10^{80} , 2×10^{80} , 5×10^{80} , 10^{81} , 2×10^{81} , 5×10^{81} , 10^{82} , 2×10^{82} , 5×10^{82} , 10^{83} , 2×10^{83} , 5×10^{83} , 10^{84} , 2×10^{84} , 5×10^{84} , 10^{85} , 2×10^{85} , 5×10^{85} , 10^{86} , 2×10^{86} , 5×10^{86} , 10^{87} , 2×10^{87} , 5×10^{87} , 10^{88} , 2×10^{88} , 5×10^{88} , 10^{89} , 2×10^{89} , 5×10^{89} , 10^{90} , 2×10^{90} , 5×10^{90} , 10^{91} , 2×10^{91} , 5×10^{91} , 10^{92} , 2×10^{92} , 5×10^{92} , 10^{93} , 2×10^{93} , 5×10^{93} , 10^{94} , 2×10^{94} , 5×10^{94} , 10^{95} , 2×10^{95} , 5×10^{95} , 10^{96} , 2×10^{96} , 5×10^{96} , 10^{97} , 2×10^{97} , 5×10^{97} , 10^{98} , 2×10^{98} , 5×10^{98} , 10^{99} , 2×10^{99} , 5×10^{99} , 10^{100} , 2×10^{100} , 5×10^{100} , 10^{101} , 2×10^{101} , 5×10^{101} , 10^{102} , 2×10^{102} , 5×10^{102} , 10^{103} , 2×10^{103} , 5×10^{103} , 10^{104} , 2×10^{104} , 5×10^{104} , 10^{105} , 2×10^{105} , 5×10^{105} , 10^{106} , 2×10^{106} , 5×10^{106} , 10^{107} , 2×10^{107} , 5×10^{107} , 10^{108} , 2×10^{108} , 5×10^{108} , 10^{109} , 2×10^{109} , 5×10^{109} , 10^{110} , 2×10^{110} , 5×10^{110} , 10^{111} , 2×10^{111} , 5×10^{111} , 10^{112} , 2×10^{112} , 5×10^{112} , 10^{113} , 2×10^{113} , 5×10^{113} , 10^{114} , 2×10^{114} , 5×10^{114} , 10^{115} , 2×10^{115} , 5×10^{115} , 10^{116} , 2×10^{116} , 5×10^{116} , 10^{117} , 2×10^{117} , 5×10^{117} , 10^{118} , 2×10^{118} , 5×10^{118} , 10^{119} , 2×10^{119} , 5×10^{119} , 10^{120} , 2×10^{120} , 5×10^{120} , 10^{121} , 2×10^{121} , 5×10^{121} , 10^{122} , 2×10^{122} , 5×10^{122} , 10^{123} , 2×10^{123} , 5×10^{123} , 10^{124} , 2×10^{124} , 5×10^{124} , 10^{125} , 2×10^{125} , 5×10^{125} , 10^{126} , 2×10^{126} , 5×10^{126} , 10^{127} , 2×10^{127} , 5×10^{127} , 10^{128} , 2×10^{128} , 5×10^{128} , 10^{129} , 2×10^{129} , 5×10^{129} , 10^{130} , 2×10^{130} , 5×10^{130} , 10^{131} , 2×10^{131} , 5×10^{131} , 10^{132} , 2×10^{132} , 5×10^{132} , 10^{133} , 2×10^{133} , 5×10^{133} , 10^{134} , 2×10^{134} , 5×10^{134} , 10^{135} , 2×10^{135} , 5×10^{135} , 10^{136} , 2×10^{136} , 5×10^{136} , 10^{137} , 2×10^{137} , 5×10^{137} , 10^{138} , 2×10^{138} , 5×10^{138} , 10^{139} , 2×10^{139} , 5×10^{139} , 10^{140} , 2×10^{140} , 5×10^{140} , 10^{141} , 2×10^{141} , 5×10^{141} , 10^{142} , 2×10^{142} , 5×10^{142} , 10^{143} , 2×10^{143} , 5×10^{143} , 10^{144} , 2×10^{144} , 5×10^{144} , 10^{145} , 2×10^{145} , 5×10^{145} , 10^{146} , 2×10^{146} , 5×10^{146} , 10^{147} , 2×10^{147} , 5×10^{147} , 10^{148} , 2×10^{148} , 5×10^{148} , 10^{149} , 2×10^{149} , 5×10^{149} , 10^{150} , 2×10^{150} , 5×10^{150} , 10^{151} , 2×10^{151} , 5×10^{151} , 10^{152} , 2×10^{152} , 5×10^{152} , 10^{153} , 2×10^{153} , 5×10^{153} , 10^{154} , 2×10^{154} , 5×10^{154} , 10^{155} , 2×10^{155} , 5×10^{155} , 10^{156} , 2×10^{156} , 5×10^{156} , 10^{157} , 2×10^{157} , 5×10^{157} , 10^{158} , 2×10^{158} , 5×10^{158} , 10^{159} , 2×10^{159} , 5×10^{159} , 10^{160} , 2×10^{160} , 5×10^{160} , 10^{161} , 2×10^{161} , 5×10^{161} , 10^{162} , 2×10^{162} , 5×10^{162} , 10^{163} , 2×10^{163} , 5×10^{163} , 10^{164} , 2×10^{164} , 5×10^{164} , 10^{165} , 2×10^{165} , 5×10^{165} , 10^{166} , 2×10^{166} , 5×10^{166} , 10^{167} , 2×10^{167} , 5×10^{167} , 10^{168} , 2×10^{168} , 5×10^{168} , 10^{169} , 2×10^{169} , 5×10^{169} , 10^{170} , 2×10^{170} , 5×10^{170} , 10^{171} , 2×10^{171} , 5×10^{171} , 10^{172} , 2×10^{172} , 5×10^{172} , 10^{173} , 2×10^{173} , 5×10^{173} , 10^{174} , 2×10^{174} , 5×10^{174} , 10^{175} , 2×10^{175} , 5×10^{175} , 10^{176} , 2×10^{176} , 5×10^{176} , 10^{177} , 2×10^{177} , 5×10^{177} , 10^{178} , 2×10^{178} , 5×10^{178} , 10^{179} , 2×10^{179} , 5×10^{179} , 10^{180} , 2×10^{180} , 5×10^{180} , 10^{181} , 2×10^{181} , 5×10^{181} , 10^{182} , 2×10^{182} , 5×10^{182} , 10^{183} , 2×10^{183} , 5×10^{183} , 10^{184} , 2×10^{184} , 5×10^{184} , 10^{185} , 2×10^{185} , 5×10^{185} , 10^{186} , 2×10^{186} , 5×10^{186} , 10^{187} , 2×10^{187} , 5×10^{187} , 10^{188} , 2×10^{188} , 5×10^{188} , 10^{189} , 2×10^{189} , 5×10^{189} , 10^{190} , 2×10^{190} , 5×10^{190} , 10^{191} , 2×10^{191} , 5×10^{191} , 10^{192} , 2×10^{192} , 5×10^{192} , 10^{193} , 2×10^{193} , 5×10^{193} , 10^{194} , 2×10^{194} , 5×10^{194} , 10^{195} , 2×10^{195} , 5×10^{195} , 10^{196} , 2×10^{196} , 5×10^{196} , 10^{197} , 2×10^{197} , 5×10^{197} , 10^{198} , 2×10^{198} , 5×10^{198} , 10^{199} , 2×10^{199} , 5×10^{199} , 10^{200} , 2×10^{200} , 5×10^{200} , 10^{201} , 2×10^{201} , 5×10^{201} , 10^{202} , 2×10^{202} , 5×10^{202} , 10^{203} , 2×10^{203} , 5×10^{203} , 10^{204} , 2×10^{204} , 5×10^{204} , 10^{205} , 2×10^{205} , 5×10^{205} , 10^{206} , 2×10^{206} , 5×10^{206} , 10^{207} , 2×10^{207} , 5×10^{207} , 10^{208} , 2×10^{208} , 5×10^{208} , 10^{209} , 2×10^{209} , 5×10^{209} , 10^{210} , 2×10^{210} , 5×10^{210} , 10^{211} , 2×10^{211} , 5×10^{211} , 10^{212} , 2×10^{212} , 5×10^{212} , 10^{213} , 2×10^{213} , 5×10^{213} , 10^{214} , 2×10^{214} , 5×10^{214} , 10^{215} , 2×10^{215} , 5×10^{215} , 10^{216} , 2×10^{216} , 5×10^{216} , 10^{217} , 2×10^{217} , 5×10^{217} , 10^{218} , 2×10^{218} , 5×10^{218} , 10^{219} , 2×10^{219} , 5×10^{219} , 10^{220} , 2×10^{220} , 5×10^{220} , 10^{221} , 2×10^{221} , 5×10^{221} , 10^{222} , 2×10^{222} , 5×10^{222} , 10^{223} , 2×10^{223} , 5×10^{223} , 10^{224} , 2×10^{224} , 5×10^{224} , 10^{225} , 2×10^{225} , 5×10^{225} , 10^{226} , 2×10^{226} , 5×10^{226} , 10^{227} , 2×10^{227} , 5×10^{227} , 10^{228} , 2×10^{228} , 5×10^{228} , 10^{229} , 2×10^{229} , 5×10^{229} , 10^{230} , 2×10^{230} , 5×10^{230} , 10^{231} , 2×10^{231} , 5×10^{231} , 10^{232} , 2×10^{232} , 5×10^{232} , 10^{233} , 2×10^{233} , 5×10^{233} , 10^{234} , 2×10^{234} , 5×10^{234} , 10^{235} , 2×10^{235} , 5×10^{235} , 10^{236} , 2×10^{236} , 5×10^{236} , 10^{237} , 2×10^{237} , 5×10^{237} , 10^{238} , 2×10^{238} , 5×10^{238} , 10^{239} , 2×10^{239} , 5×10^{239} , 10^{240} , 2×10^{240} , 5×10^{240} , 10^{241} , 2×10^{241} , 5×10^{241} , 10^{242} , 2×10^{242} , 5×10^{242} , 10^{243} , 2×10^{243} , 5×10^{243} , 10^{244} , 2×10^{244} , 5×10^{244} , 10^{245} , 2×10^{245} , 5×10^{245} , 10^{246} , 2×10^{246} , 5×10^{246} , 10^{247} , 2×10^{247} , 5×10^{247} , 10^{248} , 2×10^{248} , 5×10^{248} , 10^{249} , 2×10^{249} , 5×10^{249} , 10^{250} , 2×10^{250} , 5×10^{250} , 10^{251} , 2×10^{251} , 5×10^{251} , 10^{252} , 2×10^{252} , 5×10^{252} , 10^{253} , 2×10^{253} , 5×10^{253} , 10^{254} , $2 \times 10^{$

New Delhi, the 8th April, 2010

S.O. 1043.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Weighbridge Type) with digital indication of medium accuracy (Accuracy Class-III) of series "MEW-30T5" and with brand name "MAX WEIGH SYSTEM" (hereinafter referred to as the said model), manufactured by M/s. Scientific Weighing Products, Gala No. 6, Mahavir Ind. Estate, Srv. No. 653/1(3), Somnath Kachigam Road, Dabhel, Nanai-Daman-396230 (U.T.) and which is assigned the approval mark IND/09/08/607;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge Type) with a maximum capacity of 30 tonne and minimum capacity of 100kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

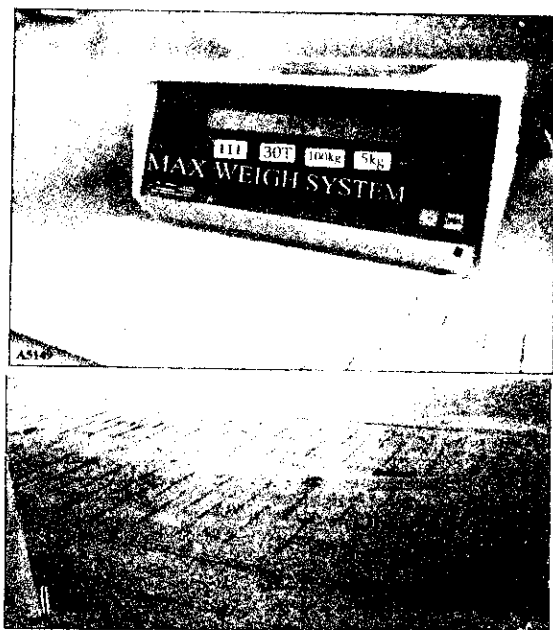


Figure-3 Sealing Provision of the indicator of the model

Sealing point is affixed on the stamping plate to avoid fraudulent use. The pot is inside the body of the indicator and no hole is provided on the body for adjusting the pot. A seal wire is passed through these holes and is sealed. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[E. No. WM-21/236/2008]

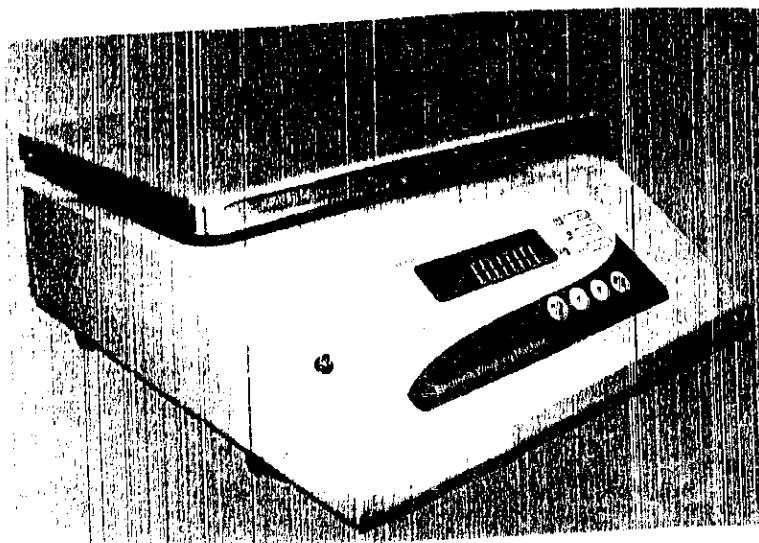
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1044.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एलप्रो इन्स्ट्रुमेंट्स, एच. नं. 16/1874, श्रीनिवास आश्रम, विजय महल रोड, नेल्लोर-2 आंध्र प्रदेश द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एलप्रो-एचटोटी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "एलप्रो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/276 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 12 कि.ग्रा. है और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

तुला के बायीं तरफ अपोजिट साइड में आउटर कवर और बाटम प्लेट काटकर, दो छेद किए गए हैं और स्ट्याम्प एवं सील के सत्यापन के लिए इन दो छेदों को लीड तार से बांधा जाता है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 और 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[का. सं. दक्ल्यू एम-21 (119)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 1044.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top Type) with digital indication of high accuracy (Accuracy Class-II) of series "ELPRO-HTT" and with brand name "ELPRO" (hereinafter referred to as the said model), manufactured by M/s. Elpro Instruments, H. No. 16/1874, Semivasa Agraharam, Vijaya Mahal Road, Nellore-2, A. P. and which is assigned the approval mark IND/09/08/276;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 12 kg. and minimum capacity of 50 g. The verification scale interval (e) is 1 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

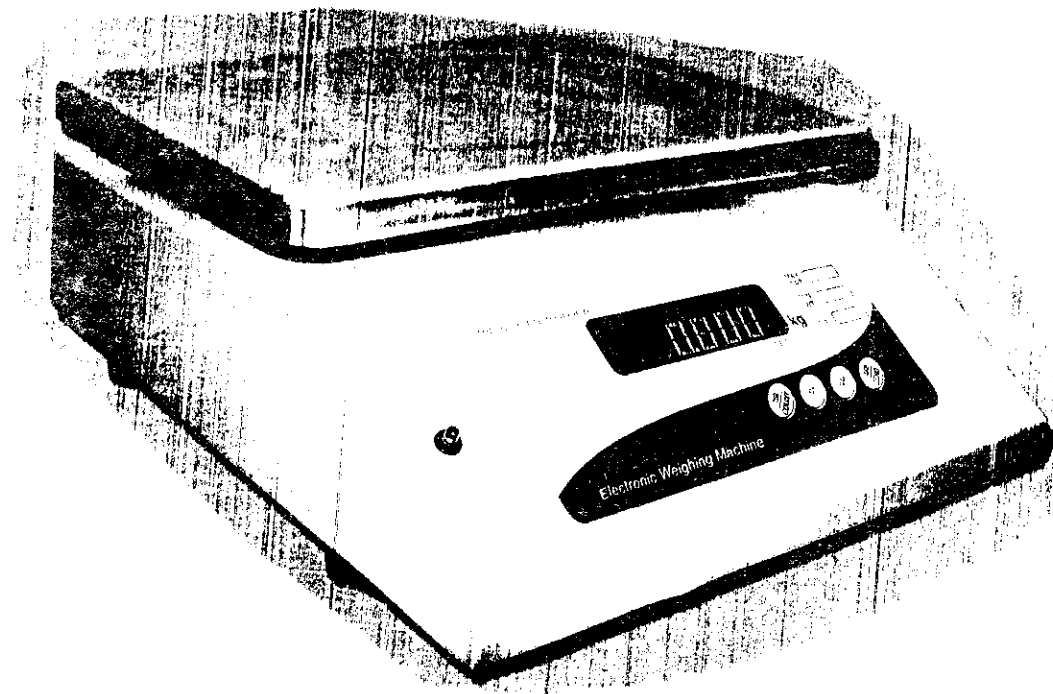


Figure-2 Schematic diagram of the model

For sealing on the left side of the balance two holes are made at the opposite sides, by cutting the outer cover and bottom plate and fastened by a leaded wire for receiving the verification stamp and seal. The balance can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg. to 50 mg. and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (119)/2068]

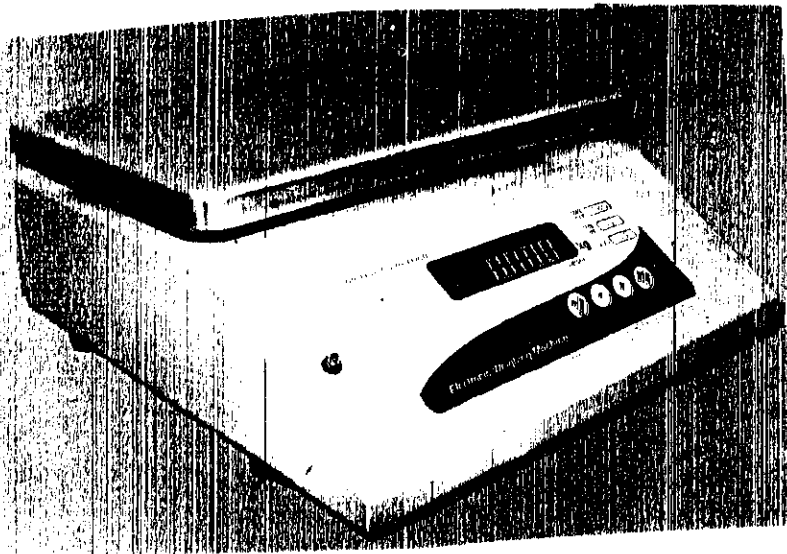
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1045.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबन्धों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स एलप्रो इंस्ट्रुमेंट्स, एच. नं. 16/1874, श्रीनिवास आश्रम, विजय महल रोड, नेल्लोर-2 आंध्र प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एलप्रो-टीटी-टीएस" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "एलप्रो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/277 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 10 कि.ग्रा. है और न्यूनतम क्षमता 40 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

तुला के बायीं तरफ अपोजिट साइड में आउटर कवर और बाटम प्लेट काटकर, दो छेद किए गए हैं और स्टाम्प एवं सील के सत्यापन के लिए इन दो छेदों को लीड तार से बांधा जाता है। उपकरण को सील से छेड़-छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबन्ध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करता है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से निर्मित उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण का जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-3} , 2×10^{-3} और 5×10^{-3} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं.-डब्ल्यू एम-21 (119)-2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विभाग

New Delhi, the 8th April, 2010

S.O. 1045.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top Type) with digital indication of "ELPRO-TT-TS" series of medium accuracy (Accuracy Class-III) and with brand name "ELPRO" (hereinafter referred to as the said model), manufactured by M/s. Elpro Instruments, H. No. 16/1874, Srinivasa Agraharam, Vijaya Manai Road, Nellore-2, A. P. and which is assigned the approval mark IND/09/08/277;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top Type) with a maximum capacity of 10 kg. and minimum capacity of 40 g. The verification scale interval (e) is 2 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

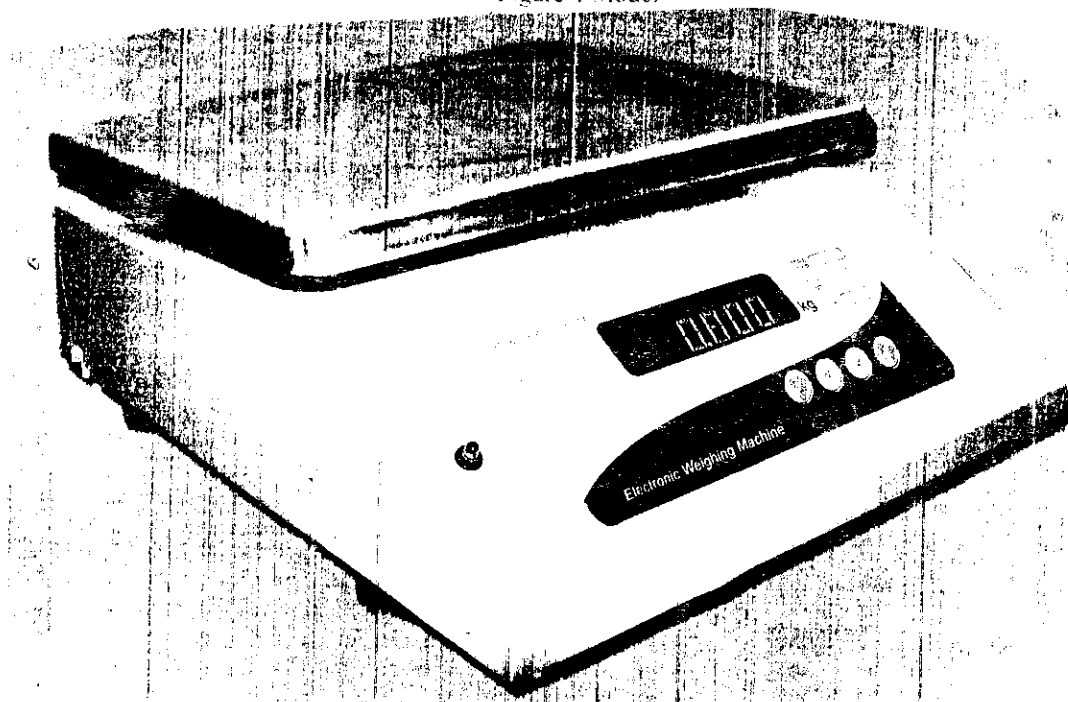


Figure-2 Sealing diagram of the model

For sealing on the left side of the balance two holes are made at the opposite sides, by cutting the outer cover and bottom plate and fastened by a leaded wire for receiving the verification stamp and seal. The balance can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2 g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (119)/2008]

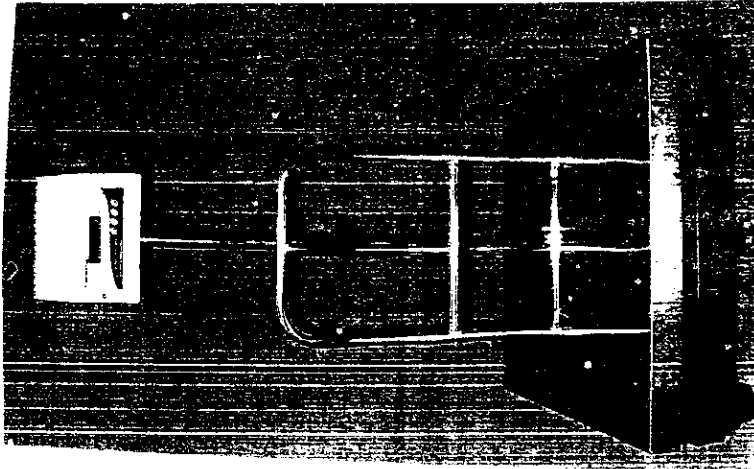
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1046.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एलप्रो इंस्ट्रुमेंट्स, एच. नं. 16/1874, श्रीनिवास आश्रम, विजय महल रोड, नेल्लोर-2 आंध्र प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एलप्रो-पीएफ" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "एलप्रो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/278 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा बिद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

तुला के बायीं तरफ अपोजिट साइड में आउटर कवर और बाटम प्लेट काटकर, दो छेद किए गए हैं और स्टाम्प एवं सील के सत्यापन के लिए इन दो छेदों को लीड तार से बांधा जाता है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ और $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (119)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 1046.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform Type) with digital indication of "ELPRO-PF" series of medium accuracy (Accuracy Class-III) and with brand name "ELPRO" (hereinafter referred to as the said model), manufactured by M/s. Elpro Instruments, H. No. 16/1874, Srinivasa Agraharam, Vijaya Mahal Road, Nellore-2, A. P. and which is assigned the approval mark IND/09/08/278;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000 kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200 g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

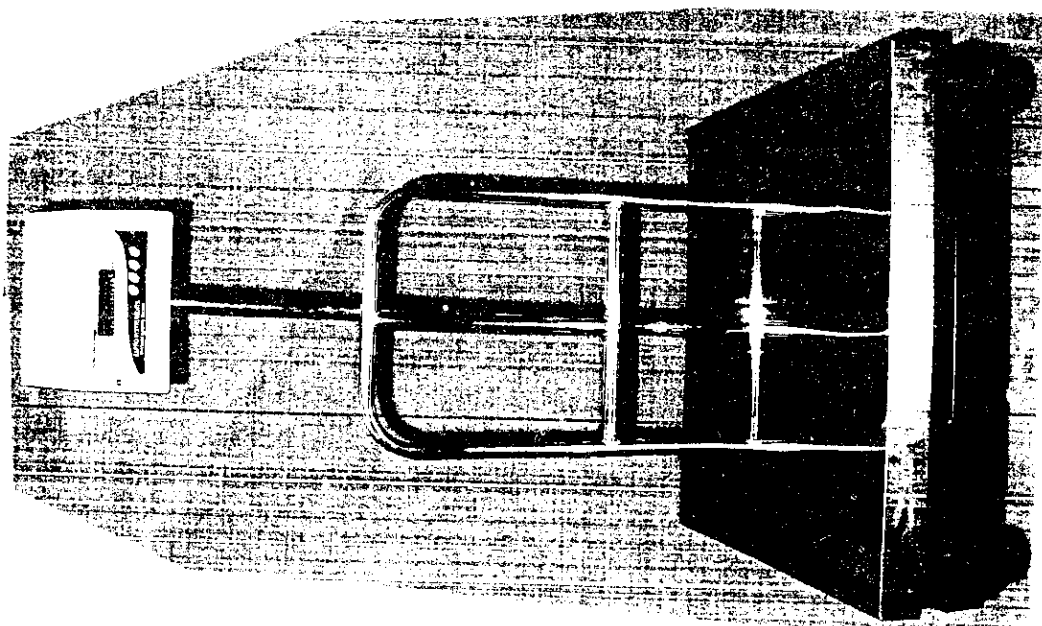


Figure-2 Sealing diagram of the model

For sealing on the left side of the indicator two holes are made at the opposite sides, by cutting the outer cover and bottom plate and fastened by a leaded wire for receiving the verification stamp and seal. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (119)/2008]

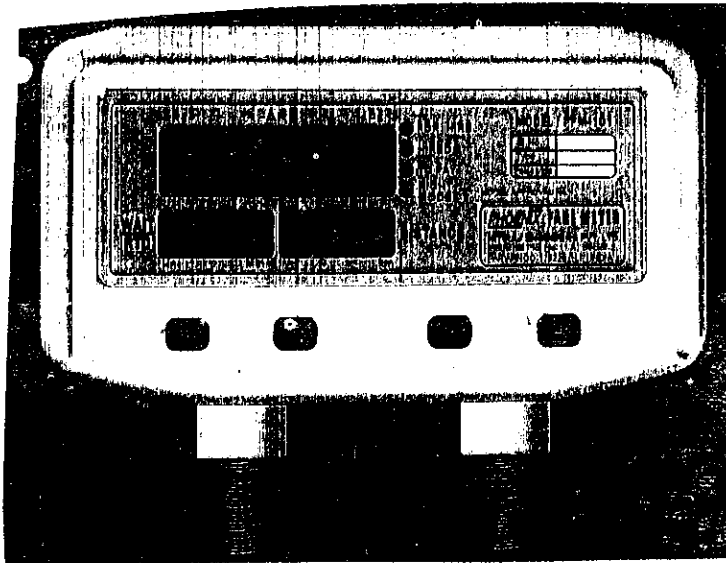
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1047.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) वाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा वाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स नीतिराज इंजीनियर्स प्रा. लि, इंडस्ट्रियल प्लॉट नं. 11ए, सेक्टर-2, परवानू-173220, तहसील-कसौली, जिला सोलन, हिमाचल प्रदेश द्वारा विनिर्मित "पीएफएम-101" श्रृंखला के अंकक सूचन सहित, "टैक्सी/आटोफेयर मीटर" के मॉडल का, जिसके ब्रांड का नाम "फोनिक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/78 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ;

उक्त मॉडल "टैक्सी/आटोफेयर मीटर" समय और दूरी मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के यात्रियों द्वारा देय भाड़ा, तय की गई दूरी और निर्धारित स्पीड से कम पर व्यतीत किए गए समय का फलन है जो प्राधिकृत शुल्क के अनुसार अनुपूरक भाड़े से स्वतंत्र है। मीटर की रीडिंग प्रकाश उत्सर्जक डायोड (एल ई डी) द्वारा दर्शायी जाती है। टैक्सी/आटोफेयर मीटर का 'के' फेक्टर 1400 प्लसेस प्रति किलोमीटर पर चलता है।



आकृति-2 उपकरण के मॉडल का सीलिंग प्रावधान।

मीटर की सीलिंग के लिए दो सीलिंग स्क्रू हैं और इन स्क्रू के छेदों में से स्टील वायर निकाल कर लीड मेटिरियल से सील किया जाता है। मॉडल की सीलिंग व्यवस्था का एक विशिष्ट स्कीम आधारित डायग्राम ऊपर दिया गया है।

[फा. सं. डब्ल्यू.एम.-21 (52)/2008]

बी. एन. दीप्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 1047.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of "Taxi/Auto Fare Meter" with digital indication (hereinafter referred to as the said model) of "PPM-101" series with brand name "PHOENIX" manufactured by M/s. Nitiraj Engineers Pvt. Ltd., Industrial Plot No. 11-A, Sector-2, Parwanoo-173220, Tal. Kasauli, Dist. Solan, H. P. and which is assigned the approval mark IND 09/08/78;

The said model of "Taxi/Auto Fare Meter" is a time and distance measuring instrument which totalizes continuously and indicate the fare, at any moment of journey, the charges payable by the passenger of a public vehicle as function of the distance travelled, and below a certain speed on the length of the time taken; this being independent of supplementary charges according to the authorized tariffs. The reading of the meter is indicated by Light Emitting Diode (LED). The 'K' factor of the Taxi/Auto Fare Meter is 1400 pulses per kilometre.

Figure-1 Model

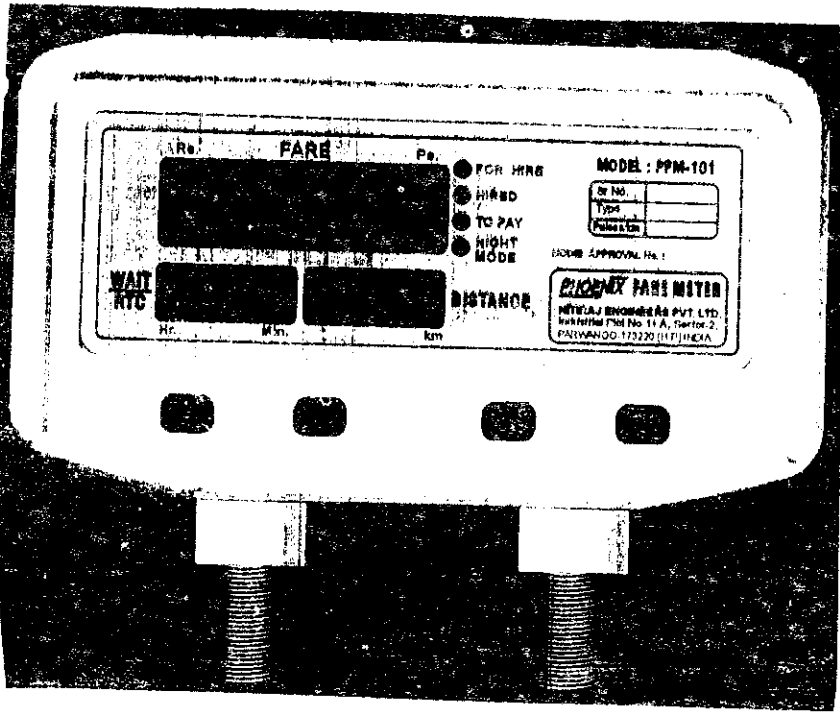


Figure-2 Sealing diagram of the sealing provision of the model.

For sealing the meter there are two sealing screws and a steel wire is passed through the holes of these screws and to be sealed by the lead external. A typical schematic diagram of sealing provision of the model is given above.

[F. No. WM-21 (52)/2008]

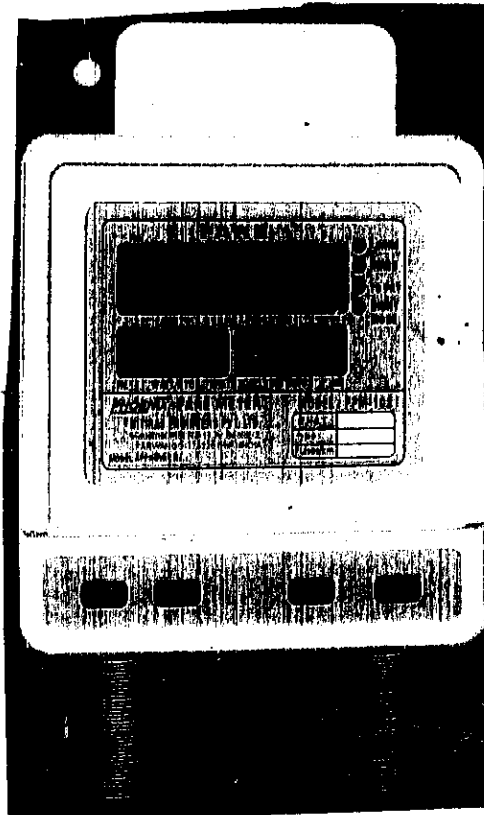
B. N. DINGI, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1048.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स नीतिराज इंजीनियर्स प्रा. लि., इंडस्ट्रियल प्लाट नं. 11ए, सेक्टर-2, परवानू-173 220, तहसील-कसौली, जिला सोलन, हिमाचल प्रदेश द्वारा विनिर्मित "पीएफएम-102" शृंखला के अंकक सूचिन सहित "टैक्सी/आटो फेयर मीटर (फ्लैग टाइप)" के मॉडल का, जिसके ब्रांड का नाम "फोनिक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/79 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल "टैक्सी/आटोफेयर मीटर (फ्लैग टाइप)" समय और दूरी मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के यात्रियों द्वारा देय भाड़ा, तय की गई दूरी और निर्धारित स्पीड से कम पर व्यतीत किए गए समय का फलन है जो प्राधिकृत शुल्क के अनुसार अनुपूरक भाड़े से स्वतंत्र है। मीटर की रीडिंग प्रकाश उत्सर्जक डायोड (एल ई डी) द्वारा दर्शायी जाती है। टैक्सी/आटोफेयर मीटर का 'के' फेक्टर 1400 प्लसेस प्रति किलोमीटर पर चलता है।



आकृति-2 उपकरण के मॉडल का सीलिंग प्रावधान

मीटर की सीलिंग के लिए दो सीलिंग स्क्रू हैं और इन स्क्रू के छेदों में से स्टील वायर निकाल कर लीड मेंटिरियल से सील किया जाता है। मॉडल की सीलिंग व्यवस्था का एक विशिष्ट स्कीम आधारित डायग्राम ऊपर दिया गया है।

[फा. सं. डब्ल्यू एम-21 (52)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 1048.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of "Taxi/Auto Fare Meter (Flag type)" with digital indication (hereinafter referred to as the said model) of "PFM-102" series with brand name "PHOENIX" manufactured by M/s. Nitiraj Engineers Pvt Ltd., Industrial Plot No. 11-A, Sector-2, Parwanoo-173220, Tal. Kasouli, Dist. Solan, H. P. and which is assigned the approval mark IND/09/08/79;

The said model of "Taxi/Auto Fare Meter (Flag Type)" is a time and distance measuring instrument which totalizes continuously and indicate the fare, at any moment of journey, the charges payable by the passenger of a public vehicle as function of the distance traveled, and below a certain speed on the length of the time taken; this being independent of supplementary charges according to the authorized tariffs. The reading of the meter is indicated by Light Emitting Diode (LED). The 'K' factor of the Taxi/Auto Fare Meter is 1400 pulses per kilometer.

Figure-1 Model

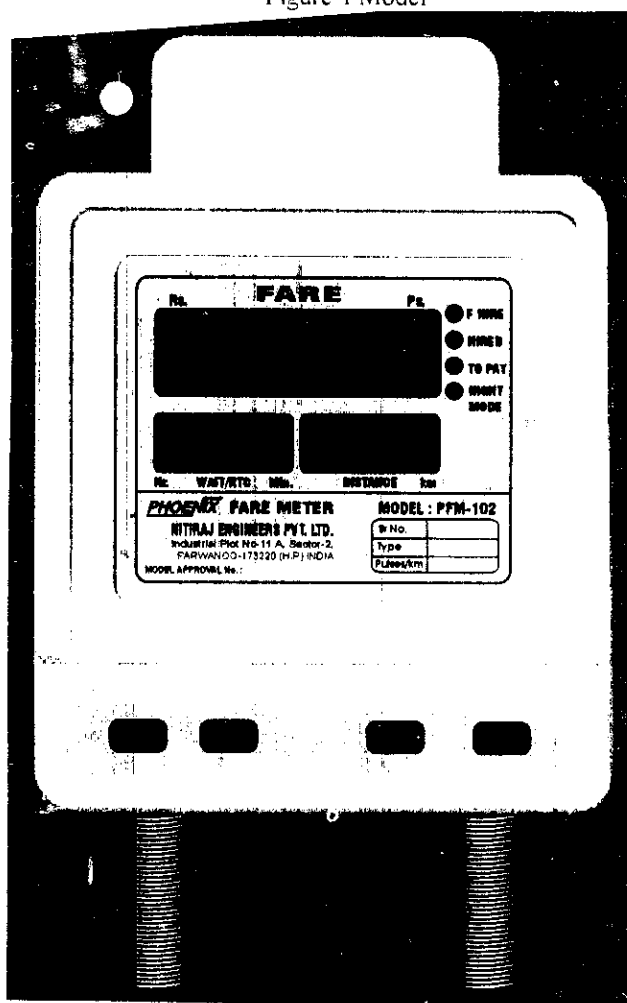


Figure-2 Sealing diagram of the sealing provision of the model

For sealing the meter there are two sealing screws and a steel wire is passed through the holes of these screws and to be sealed by the lead material. A typical schematic diagram of sealing provision of the model is given above.

[F. No. WM-21 (52)/2008]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1049.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की उप-धारा (3) के परन्तुक और धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मिडको लिमिटेड, जैन आश्रम के पास, स्टेशन रोड, वटवा, अहमदाबाद-382445 द्वारा विनिर्मित "एलएच-1112 बीएसपीआई (मोनो)" श्रृंखला के (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) आटो एल पी जी प्मूल डिस्पेंसर के मॉडल का, जिसके ब्रांड का नाम "मिडको" है और जिसे अनुमोदन चिह्न आई एन डी/09/08/319 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।



MONO

आकृति-2 सीलिंग प्रावधान

कपटपूर्ण व्यवहारों को रोकने के लिए स्कू और सीलिंग वायर छेदों में से निकाल कर सीलिंग और स्टाम्पिंग की जाती है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उक्त मॉडल आटो एल पी जी ईंधन मापन प्रणाली है जिसका प्रयोग एल पी जी मापन के लिए किया जाता है। इसकी प्रवाह दर 5 लि/प्रति मिनट से 60 लिटर/प्रति मिनट है। इसकी पावर सप्लाय सिंगल/थ्री फेज है और डिस्पेंस की टाइप इलेक्ट्रॉनिक है। यथार्थता वर्ग है।

[फा. सं. डब्ल्यू एम-21 (63)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1049.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Auto LPG Fuel Dispenser with brand name 'MIDCO' and of series "LH 1112 BSPI (MONO)" series (hereinafter referred to as the said model), manufactured by M/s. Midco Limited, Near Jain Ashram, Station Road, Vatva, Ahmedabad-382445 and which is assigned the approval mark IND/09/08/319;

Figure-1 Model



MONO

Figure-2 Sealing Provision

The sealing and stamping is done to stop the fraudulent practices by screws and sealing wire passed through the holes. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The said model is an Auto LPG Fuel Measuring System. It is used for measuring of LPG. Its flow range is 5 lpm to 60 lpm. It has power supply of single/three phase and type of display is electronic. The accuracy class is 1.

[F. No. WM-21 (63)/2008]

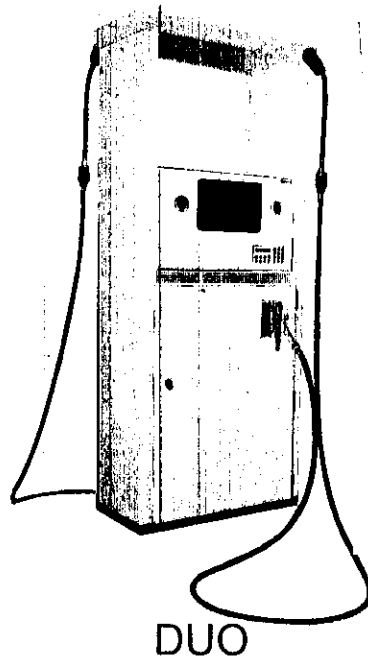
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1050.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की उप-धारा (3) के परन्तुक और धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मिडको लिमिटेड, जैन आश्रम के पास, स्टेशन रोड, वटवा, अहमदाबाद-382445 द्वारा विनिर्मित "एलएच-1222 बीएसपीआई (डीयूओ)" शृंखला के (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) आटो एल पी जी फ्यूल डिस्पेंसर के मॉडल का, जिसके ब्रांड का नाम "मिडको" है और जिसे अनुमोदन चिह्न आई एन डी/09/08/320 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

आकृति-1 मॉडल



आकृति-2 सीलिंग प्रावधान

कपटपूर्ण व्यवहारों को रोकने के लिए स्कू और सीलिंग वायर छेदों में से निकाल कर सीलिंग और स्टाम्पिंग की जाती है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उक्त मॉडल आटो एल पी जी ईंधन मापन प्रणाली है जिसका प्रयोग एल पी जी मापन के लिए किया जाता है। इसकी प्रवाह रेंज 5 लि/प्रति मिनट से 60 लिटर/प्रति मिनट है। इसकी पावर सप्लाय सिंगल/थ्री फेज है और डिस्प्ले की टाइप इलेक्ट्रॉनिक है। यथार्थता वर्ग 1 है।

[फा. सं. डब्ल्यू एम-21 (63)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1050.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Auto LPG Fuel Dispenser with brand name 'MIDCO' and of series "LH 1222 BSPL (DUO)" series (hereinafter referred to as the said model), manufactured by M/s. Midco Limited, Near Jain Ashram, Station Road, Vatva, Ahmedabad-382445 and which is assigned the approval mark IND/09/08/320;

Figure-1 Model

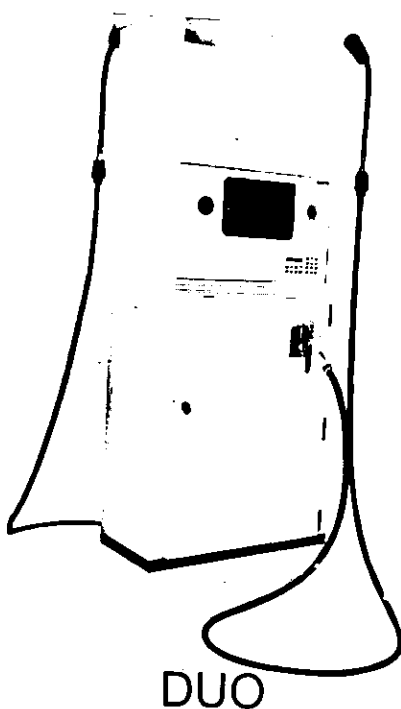


Figure-2 Sealing Provision

The sealing and stamping is done to stop the fraudulent practices by screws and sealing wire passed through the holes. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The said model is an Auto LPG Fuel Measuring System. It is used for measuring of LPG. Its flow range is 5 lpm to 60 lpm. It has power supply of single/three phase and type of display is electronic. The accuracy class is 1.

[F. No. WM-21 (63)/2008]

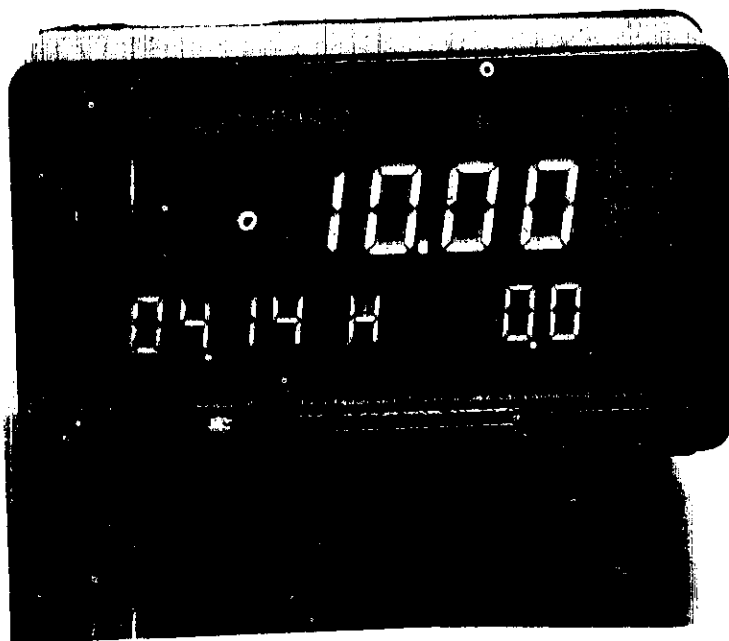
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1051.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सनसुई इलेक्ट्रॉनिक्स, प्लॉट नं. 10-ए, सेक्टर-1, परवानू-173 220, हिमाचल प्रदेश द्वारा विनिर्मित "सनसुई-786" शृंखला के अंकन सूचिन सहित "टैक्सी/आटो फेयर मीटर (फ्लैग टाइप)" के मॉडल का, जिसके ब्रांड का नाम "सनसुई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/194 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल "टैक्सी/आटोफेयर मीटर (फ्लैग टाइप)" मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के यात्रियों द्वारा देय भाड़ा, तय की गई दूरी और निर्धारित स्पीड से कम पर व्यतीत किए गए समय का फलन है जो प्राधिकृत शुल्क के अनुसार अनुपूरक भाड़े से स्वतंत्र है। मीटर की रीडिंग प्रकाश उत्सर्जक डायोड (एल ई डी) द्वारा दर्शायी जाती है और पावर सप्लाय 8 वी से 16 वी डीसी है। टैक्सी मीटर का 'के' फेक्टर 1360 प्लसेस प्रति किलोमीटर पर चलता है।



आकृति-2 मॉडल के सीलिंग प्रावधान का सीलिंग डायग्राम

मीटर बाडी की सीलिंग के लिए दो सीलिंग स्कू हैं जो मीटर की बाँडी को आगे और पीछे से कसते हैं। इन स्कू के लगाने के बाद इनके छेदों में स्टील वायर निकाल कर सीलिंग की जाती है। सेंसर की सीलिंग के लिए सीलिंग बाडी में तीन छेद हैं जो सेंसर को गियर बाक्स के साथ जोड़ने पर कवर करते हैं। सेंसर कवर पर लगाए गए सीलिंग स्कू के दो छेदों में से स्टील वायर निकल पर सीलिंग कैप के साथ सील किया जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

[फा. सं. डब्ल्यू एम-21 (90)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1051.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of "Taxi/Auto Fare Meter (Flag type)" with digital indication (hereinafter referred to as the said model) of "SAUSUI-786" series with brand name "SAUSUI" manufactured by M/s. Sausui Electronics, Plot No. 10-A, Sector-1, Parwanoo-173220, H. P. and which is assigned the approval mark IND/09/08/194;

The said model of "Taxi/Auto Fare Meter" is a measuring instrument which totalizes continuously and indicate the fare, at any moment of journey, the charges payable by the passenger of a public vehicle as function of the distance traveled, and below a certain speed on the length of the time taken; this being independent of supplementary charges according to the authorized tariffs. The reading of the meter is indicated by Light Emitting Diode (LED), and the power supply is 8V to 16 V DC, The 'K' factor of the Taxi Auto Fare Meter is 1360 pulses per kilometer.

Figure-1 Model



Figure-2 Sealing diagram of the sealing provision of the model

For sealing the meter body there are two sealing screws which tighten the front and back of the meter body. After putting these screws, steel wire to be put through the holes of these screws and to be sealed. For sealing the sensor, the body cover of the sensor has three holes which are covering the sensor when it is fitted the gear box. A steel wire is passed across the two holes of the sealing screws which fixes the sensor cover and be sealed with the help of sealing caps. A typical schematic diagram of sealing provision of the model is given above.

[F. No. WM-21 (90)/2008]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1052.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सनसुई इलेक्ट्रॉनिक्स, प्लॉट नं. 10-ए, सैक्टर-1, परधानू-173220 हिमाचल प्रदेश द्वारा विनिर्मित "सनसुई-2008" श्रृंखला के अंकक सूचन सहित "टैक्सी/आटो फेयर मीटर (फ्लैग टाइप)" के मॉडल का, जिसके ब्रांड का नाम "सनसुई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/195 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल "टैक्सी/आटो फेयर मीटर (फ्लैग टाइप)" मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के यात्रियों द्वारा देय भाड़ा, तय की गई दूरी और निर्धारित स्पीड से कम पर व्यतीत किए गए समय का फलन है जो प्राधिकृत शुल्क के अनुसार अनुपूरक भाड़े से स्वतंत्र है। मीटर की रीडिंग प्रकाश उत्सर्जक डायोड (एल ई डी) द्वारा दर्शायी जाती है और पावर सप्लाई 8 वी से 16 वी डी सी है। टैक्सी मीटर का 'के' फेक्टर 1360 प्लसेस प्रति किलोमीटर पर चलता है।

आकृति-1 मॉडल



आकृति-2 मॉडल के सीलिंग प्रावधान का सीलिंग डायग्राम

मीटर बाड़ी की सीलिंग के लिए दो सीलिंग स्कू हैं जो मीटर की बाँड़ी को आगे और पीछे से कसते हैं। इन स्कू के लगाने के बाद इनके छेदों में से स्टील वायर निकाल कर सीलिंग की जाती है। सेंसर की सीलिंग के लिए सेंसर बाड़ी में तीन छेद हैं जो "सेंसर को गियर बाक्स के साथ जोड़ने पर कवर करते हैं। सेंसर कवर पर लगाए गए सीलिंग स्कू के दो छेदों में से स्टील वायर निकाल पर सीलिंग कैप के साथ सील किया जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

[फा. सं. डब्ल्यू एम-21 (90)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1052.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of “Taxi/Auto Fare Meter (Flag Type)” with digital indication (hereinafter referred to as the said model) of “SANSUI-2008” series with brand name “SANSUI” manufactured by M/s. Sansui Electronics, Plot No. 10-A, Sector-I, Parwanoo-173220, H. P. and which is assigned the approval mark IND/09/08/195;

The said model of “Taxi/Auto Fare Meter (Flag Type)” is a measuring instrument which totalizes continuously and indicate the fare, at any moment of journey, the charges payable by the passenger of a public vehicle as function of the distance traveled, and below a certain speed on the length of the time taken; this being independent of supplementary charges according to the authorized tariffs. The reading of the meter is indicated by Light Emitting Diode (LED) and the power supply is 8V to 16V DC. The ‘K’ factor of the Taxi meter is 1360 pulses per kilometer.

Figure-1 Model



Figure-2 Sealing diagram of the sealing provision of the model

For sealing the meter body there are two sealing screws which tighten the front and back of the meter body. After putting these screws, steel wire to be put through the holes of these screws and to be sealed. For sealing the sensor, the body cover of the sensor has three holes which are covering the sensor when it is fitted with the gear box. A steel wire is passed across the two holes of the sealing screws which fixes the sensor cover and be sealed with the help of sealing caps. A typical schematic diagram of sealing provision of the model is given above.

[F. No. WM-21 (90)/2008]

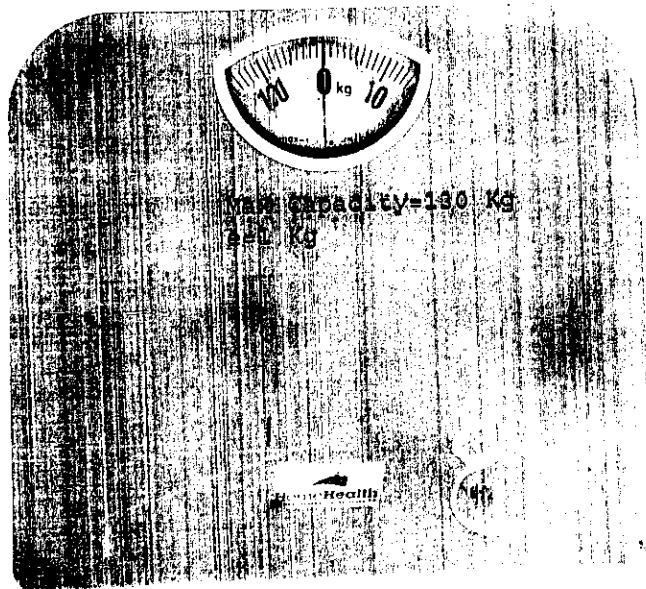
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1053.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मोरपेन लेबोरेट्रिज लि., 508, अंतरिक्ष भवन, 22, के. जी. मार्ग, नई दिल्ली-110001 द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग III) के "एमएस-03" शृंखला के अस्वचालित, एनालाग सूचन सहित तोलन उपकरण (व्यक्ति तोलन मशीन) जिसके ब्राण्ड का नाम "डॉ. मोरपेन होम हेल्थ" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), जिसे अनुमोदन चिह्न आई एन डी/09/08/231 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक स्प्रिंग आधारित मैकेनिकल अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन) है जिसकी अधिकतम क्षमता 130 कि.ग्रा. और न्यूनतम क्षमता 10 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 कि.ग्रा. है। तोलन का परिणाम डायल पर दर्शाया जाता है।



आकृति-2 सीलिंग प्रावधान

स्कू और स्पेशल क्वालिटी सीलिंग वायर की सहायता से मैकेनिकल असेम्बली की सुरक्षा के लिए वेइंग स्केल के पीछे लीड सील लगाई जाती है। उपकरण को सील तोड़े बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 कि.ग्रा. से 200 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 और 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (93)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1053.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Person Weighing Machine) with analogue indication of series “MS-03” belonging to ordinary accuracy (Accuracy Class-III) and with brand name “Dr. Morepen Home Health” (hereinafter referred to as the said model), manufactured by M/s Morepen Laboratories Ltd., 508, Antriksh Bhawan, 22, K. G. Marg, New Delhi-110001 and which is assigned the approval mark IND/09/08/231;

The said model is a mechanical type spring based non-automatic weighing instrument (Person Weighing Machine) with a maximum capacity of 130 kg. and minimum capacity of 10kg. The verification scale interval (e) is 1 kg. The result of measurements is shown on a dial.

Figure-1 Model

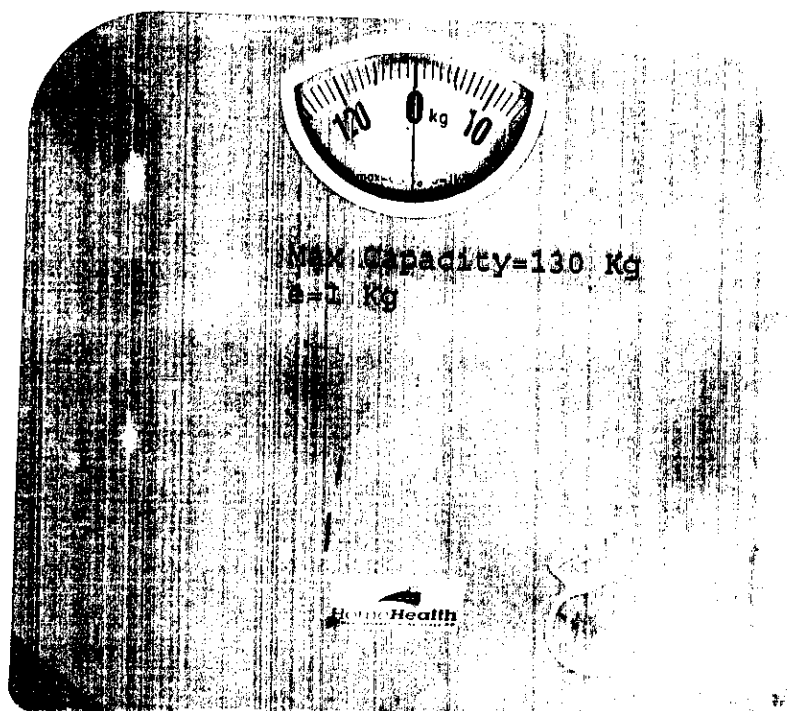


Figure-2 Sealing diagram of the sealing provision of the model

Lead seal is affixed in the back side of the weighing scale with the help of screws and special quality sealing wire for the security of mechanical assembly. The instrument can not be opened without breaking the lead seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100 kg. to 200kg. and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (93)/2008]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1054.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मोरपेन लेबोरेट्रिज लि., 508, अंतरिक्ष भवन, 22, के. जी. मार्ग, नई दिल्ली-110001 द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग III) के “एमएस-04” शृंखला के अस्वचालित, एनालाग सूचन सहित तोलन उपकरण (व्यक्ति तोलन मशीन) जिसके ब्राण्ड का नाम “डॉ. मोरपेन होम हैल्थ” है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है), जिसे अनुमोदन चिह्न आई एन डी/09/08/232 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक स्प्रिंग आधारित मैकेनिकल अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन) है जिसकी अधिकतम क्षमता 136 कि.ग्रा. और न्यूनतम क्षमता 10 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 कि.ग्रा. है। तोलन का परिणाम डायल पर दर्शाया जाता है।



आकृति-2 सीलिंग प्रावधान

स्कू और स्पेशल क्वालिटी सीलिंग वायर की सहायता से मैकेनिकल असेम्बली की सुरक्षा के लिए वेइंग स्केल के पीछे लीड सील लगाई जाती है। उपकरण को सील तोड़े बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 100 से 1000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 कि.ग्रा. से 200 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ और $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (93)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1054.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Person Weighing Machine) with analogue indication of series "MS-04" belonging to ordinary accuracy (Accuracy Class-III) and with brand name "Dr. Morepen Home Health" (hereinafter referred to as the said model), manufactured by M/s. Morepen Laboratories Ltd., 508, Antriksh Bhawan, 22, K. G. Marg, New Delhi-110001 and which is assigned the approval mark IND/09/08/232;

The said model is a mechanical type spring based non-automatic weighing instrument (Person Weighing Machine) with a maximum capacity of 136 kg. and minimum capacity of 10kg. The verification scale interval (e) is 1kg. The result of measurements is shown on a dial.

Figure-1 Model

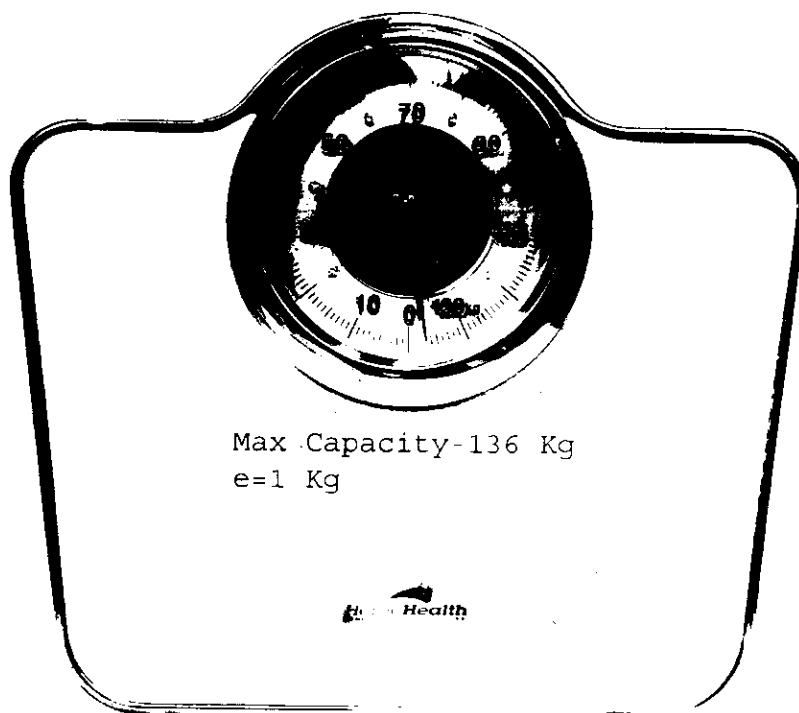


Figure-2 Sealing diagram of the sealing provision of the model

Lead seal is affixed in the back side of the weighing scale with the help of screws and special quality sealing wire for the security of mechanical assembly. The instrument can not be opened without breaking the lead seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100 kg. to 200kg. and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (93)/2008]

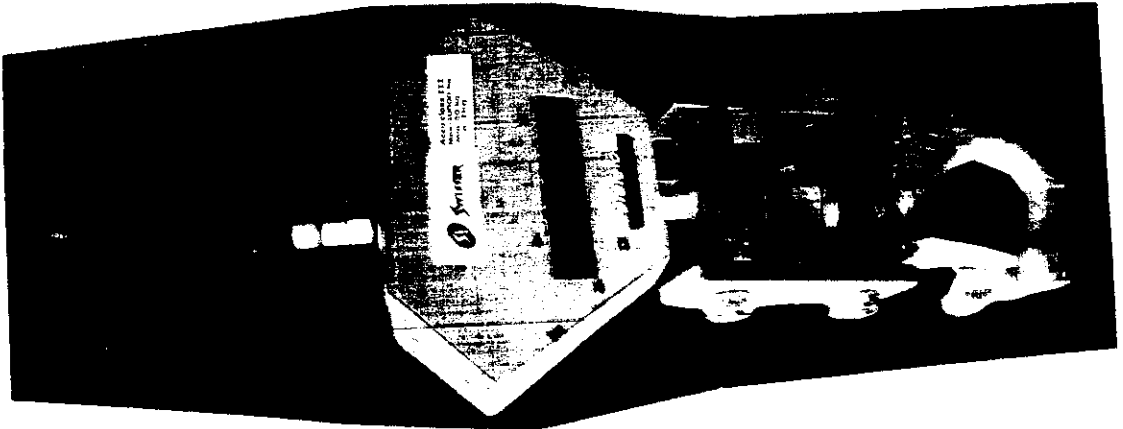
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1055.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स स्विस्सर इंस्ट्रूमेंट, (कौशल चौहान), ए-5, गोपालनगर, जनतानगर के पीछे, चांदखेड़ा, गांधीनगर-382 424 गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एस डब्ल्यू आई सी 10 टी" शृंखला के अंकक सूचन सहित अस्वचालित, तोलन उपकरण (क्रेन टाइप) के मॉडल का, जिसके ब्रांड का नाम "स्विस्सर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/393 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (क्रेन टाइप) है। इसकी अधिकतम क्षमता 10,000 कि.ग्रा. है और न्यूनतम क्षमता 20 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल के इंडीकेटर का सीलिंग प्रावधान

मशीन की बैक प्लेट पर तार के साथ स्टाम्पिंग प्लेट लगाई गई है जिस पर सीलिंग प्वाइंट लगाया गया है, फ्रंट बॉडी से बैक प्लेट तक तार को इस प्रकार निकाला गया है कि इंडीकेटर की बॉडी को खोला नहीं जा सकता। तार के दोनों अंतिम छोरों पर सील लगाई गई है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 50 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 और 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (285)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1055.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Crane Type) with digital indication of medium accuracy (Accuracy Class-III) of series "SWIC 10T" and with brand name "SWISSER" (hereinafter referred to as the said model), manufactured by M/s. Swisser Instruments, (Kaushal Chauhan), A-5, Gopalnagar, behind Jantanagar, Chandkheda, Gandhinagar-382 424, Gujarat and which is assigned the approval mark IND/09/08/393;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Crane type) with a maximum capacity of 10000 Kg. and minimum capacity of 20 Kg. The verification scale interval (e) is 1 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1 Model

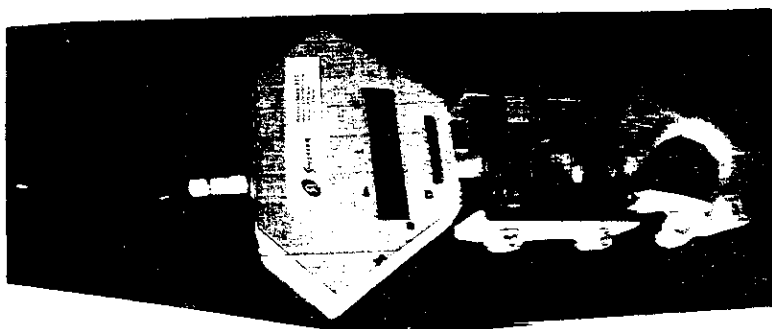


Figure-2 Schematic diagram of the sealing arrangement of the model

Sealing point is affixed on stamping plate on back plate of machine with wire, in such a way that the wire passes through front body to back plate, unable the indicator body to open. Seal is fixing joining both ends of wire. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external access to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

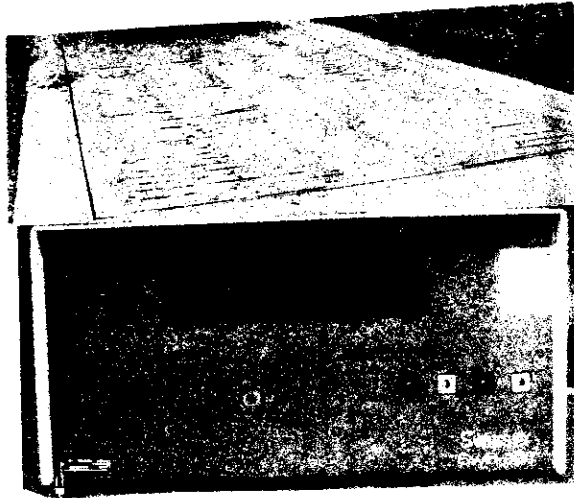
Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 50 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1056.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स स्विस्सर इंस्ट्रूमेंट, (कौशल चौहान), ए-5, गोपालनगर, जनतानगर के पीछे, चांदखेड़ा, गांधीनगर-382 424 गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “एस डब्ल्यू बी” शृंखला के अंकक सूचन सहित अस्वचालित, तोलन उपकरण (वेब्रिज टाइप) के मॉडल का, जिसके ब्रांड का नाम “स्विस्सर” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/394 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (वेब्रिज टाइप) है। इसकी अधिकतम क्षमता 30 टन है और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



कपटपूर्ण व्यवहारों को रोकने के लिए स्टाम्पिंग प्लेट पर सीलिंग पाइंट लगाया जाता है। पोट इंडिकेटर की बाड़ी के अंदर है और पोस्ट के सामंजस्य के लिए बाड़ी पर कोई छेद नहीं दिया गया है। इन छेदों में से सील तार निकालकर सीलिंग की जाती है। इंडिकेटर को सील से छेड़छाड़ के बिना नहीं खोला जा सकता। इंडिकेटर के केबिन के भीतर डिप स्विच रखे जाते हैं और तार द्वारा सील किए जाते हैं। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 और 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (285)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1056.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Weighbridge Type) with digital indication of medium accuracy (Accuracy Class-III) of series "SWB 30T" and with brand name "SWISSER" (hereinafter referred to as the said model), manufactured by M/s. Swisser Instruments, (Kaushal Chauhan), A-5, Gopalnagar, behind Jantanagar, Chandkheda, Gandhinagar-382 424, Gujarat and which is assigned the approval mark IND/09/08/394;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge Type) with a maximum capacity of 30 tonne and minimum capacity of 100 Kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1 Model (Weighbridge)

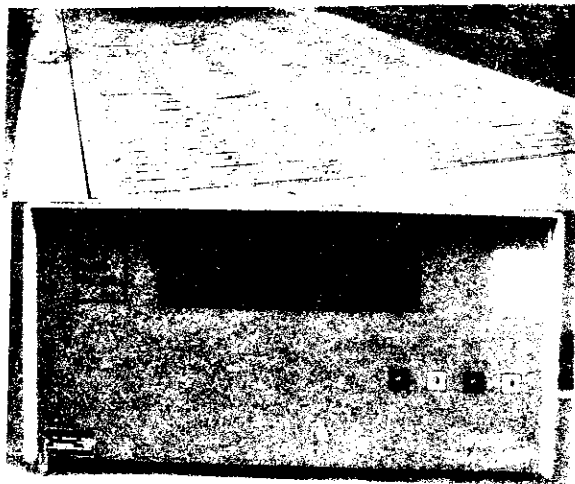


Figure-2 Sealing provision of the indicator of the model.

Sealing point is affixed on stamping plate to avoid fraudulent use. The pot is inside the body of the indicator and no hole is provided on the body for adjusting the pot. A seal wire is passed through these holes and is sealed. The indicator cannot be opened without tampering the seal. The dip switches put inside the cabin of indicator and sealed by the wire. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external access to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(285)/2008]

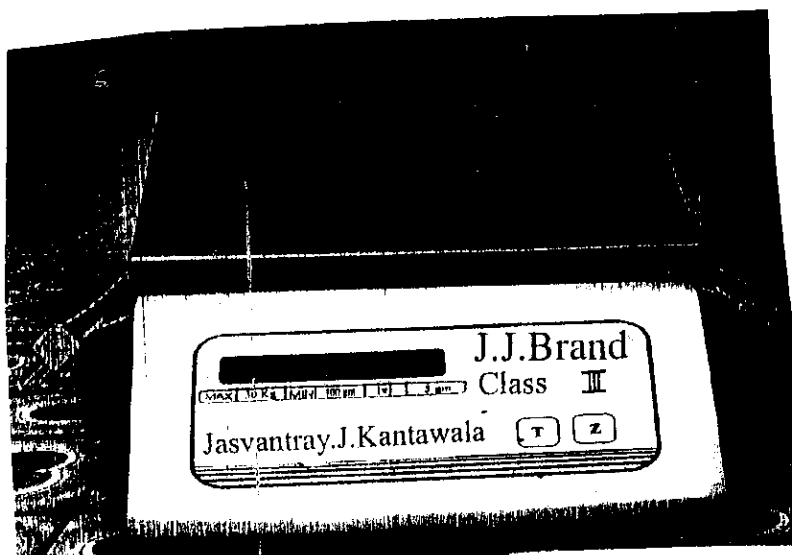
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1057.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स जसवंतराय जे. कांटाला, रिवर बैंक, सावरकुण्डला-364 515 गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "जेजेके-टी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का नाम जिसके ब्रांड का नाम "जे.जे." है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), और जिसे अनुमोदन चिह्न आई एन डी/09/08/270 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : मॉडल का सीलिंग प्रावधान।

मशीन के बायें और दायें तरफ बनाए गए छेदों में से लीडिड वायर निकाल कर और लीड सील लगाकर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 और 5×10^3 , के हैं, जो ऋणात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (120)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप निदेशन

New Delhi, the 9th April, 2010

S.O. 1057.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of High accuracy (Accuracy Class-III) of Series "JJK-T" and with brand name "J.J." (hereinafter referred to as the said Model), manufactured by M/s. Jasvantray J. Kantawala, River Bank, Savarkundla-364 515, Gujarat, and which is assigned the approval mark IND/09/08/270;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with digital indication of maximum capacity of 30 Kg. and minimum capacity of 100 g. The verification scale interval (e) is 5 kg. It has tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternate current power supply.

Figure-1 Model

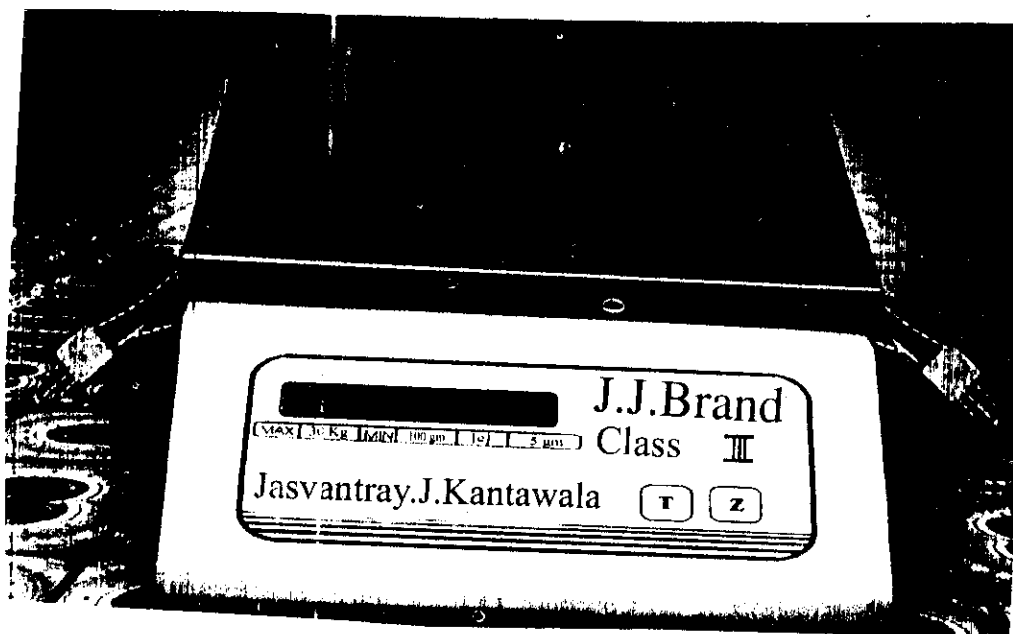


Figure-2 : Sealing arrangement.

The sealing is done by passing a leaded wire through the holes the left and right sides of the machine and lead seal is fixed. A typical schematic diagram of sealing provision of the Model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 100 mg. or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (120)/2008]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1058.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स जसवंतराय जे. कांटावाला, रिवर बैंक, सावरकुण्डला-364 515, गुजरात द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "जेजेके-टी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "जे.जे." है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), और जिसे अनुमोदन चिह्न आई एन डी/09/08/271 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 15 कि.ग्रा. है और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : माडल का सीलिंग प्रावधान।

मशीन के बायें और दायें तरफ बनाए गए छेदों में से लीडिड वायर निकाल कर और लीड सील लगाकर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ और $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (120)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1058.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of High accuracy (Accuracy Class-II) of Series "JJK-T" and with brand name "J.J." (hereinafter referred to as the said Model), manufactured by M/s. Jaswantray J. Kantawala, River Bank, Savarkundla-364 515, Gujarat, and which is assigned the approval mark IND/09/08/271;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with digital indication of maximum capacity of 15 Kg. and minimum capacity of 50 g. The verification scale interval (e) is 1 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternate current power supply.

Figure-1 Model

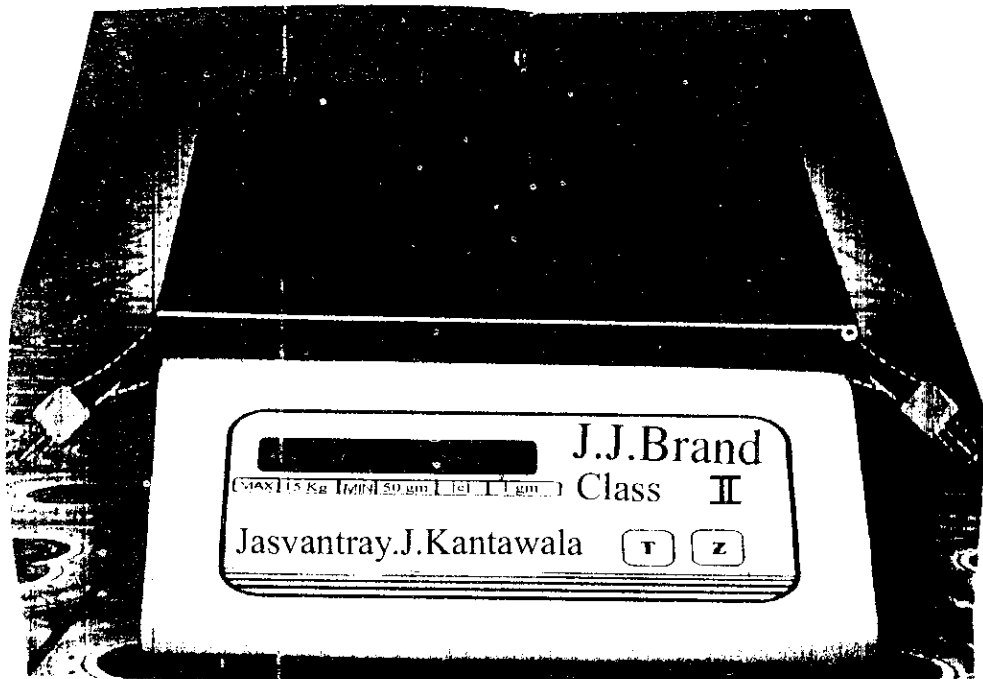


Figure-2: Sealing arrangement.

The sealing is done by passing a leaded wire through the holes the left and right sides of the machine and lead seal is fixed. A typical schematic diagram of sealing provision of the Model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg. to 50 mg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^4 , 2×10^4 or 5×10^4 , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (120)2008]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1059.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स जसवंतराय जे. कांटावाला, रिवर बैंक, सावरकुण्डला-364 515 गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "जे.जे.के.-पी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का नाम जिसके ब्रांड का नाम "जे.जे." है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), जिसे अनुमोदन चिह्न आई एन डी/09/08/272 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल का सीलिंग प्रावधान

मशीन के बायें और दायें तरफ बनाए गए छेदों में से लीडिड वायर निकाल कर और लीड सील लगाकर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[उक्त सं. 128 का एन-11 : 120/2008]

जी. एन. कोथार, निर्देशक, विभिन्न माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1059.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform Type) with digital indication of medium accuracy (Accuracy Class-III) of Series-JJK-T and with brand name "J.J." (hereinafter referred to as the said model), manufactured by M/s Jaswantray J. Kantawala, River Bank, Savarkundla-364 515, Gujarat, and which is assigned the approval mark IND/09/08/272;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with digital indication of maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has tare device with a 100 percent subtractive retained tare effect and the Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50Hertz alternative current power supply.

Figure-1 Model

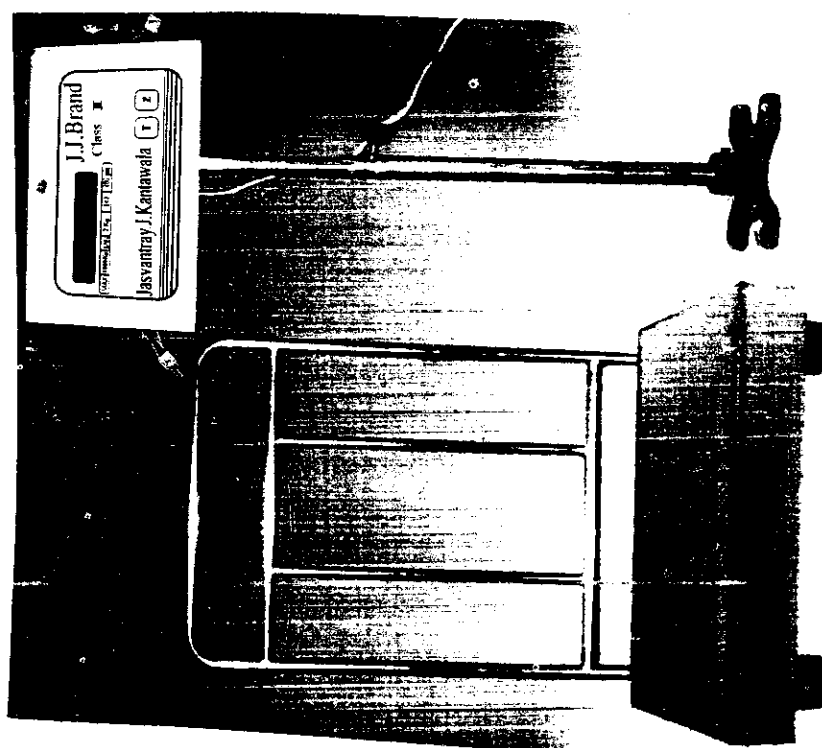


Figure-2 Sealing arrangement

The sealing is done by passing a leaded wire through the holes the left and sides of the machine and lead seal is fixed. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity above 50 kg. and upto 5000 kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (120)/2008]

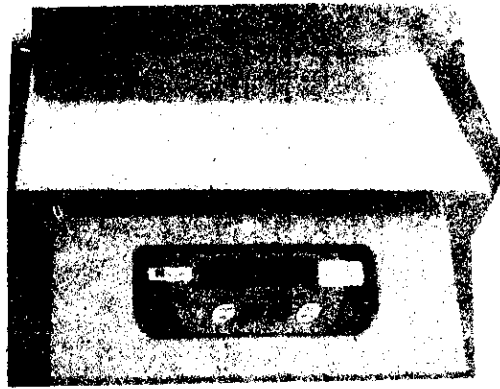
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1060.- केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स प्रक्रोटेक इंजीनियरिंग वर्क्स, गांधी आश्रम के निकट पलवल, जिला फरीदाबाद, हरियाणा द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "एन एस टी" शृंखला के अंकक सूचक सहित अस्वचालित, तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "एन आई एन जे ए" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/383 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. मान और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन माप अंतराल (ई) 2 ग्रा. है। इसमें एक अधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित अधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



उपकरण के इंडीकेटर के ऊपरी कवर के अंदर वेल्ड की हुई मेख (studs) में छेद करके सीलिंग की जा सकती है। तब इन मेखों में से सील तार को निकाला जाता है और लीड सील लगाई जाती है। उपकरण को सील के छेड़छाड़ किए बिना नहीं खोला जा सकता।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है। मॉडल को सीलबंद करने के उपबंध का एक दृश्य योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा.से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^0 , 2×10^0 या 5×10^0 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[का. सं. डब्ल्यू.एम-21 (281)/2008]

जी. एच. शीखा, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1060.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Tabletop Type) with digital indication of high accuracy (Accuracy Class-II) of series "NST" and with brand name "NINJA" (hereinafter referred to as the said model), manufactured by M/s. Macrotech Engineering Works, near Gandhi Aashram Patwal, Distt. Faridabad, Haryana which is assigned the approval mark IND.09/08/383;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 2 g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

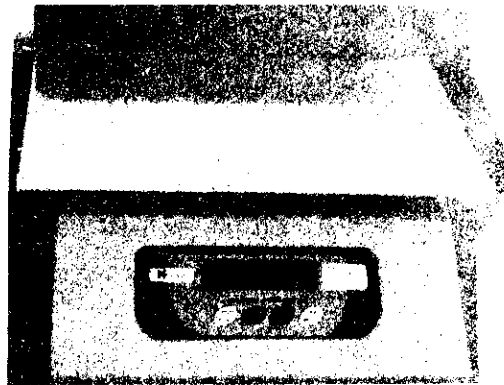


Figure-2 Schematic diagram of sealing provision of the model

Sealing can be done by making holes in the studs welded inside the top cover of the indicator of the instrument, then a seal wire is passed through these studs and a lead seal is applied. The instruments can not be opened without tampering the seal.

The instrument has external access to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(281)/2008]

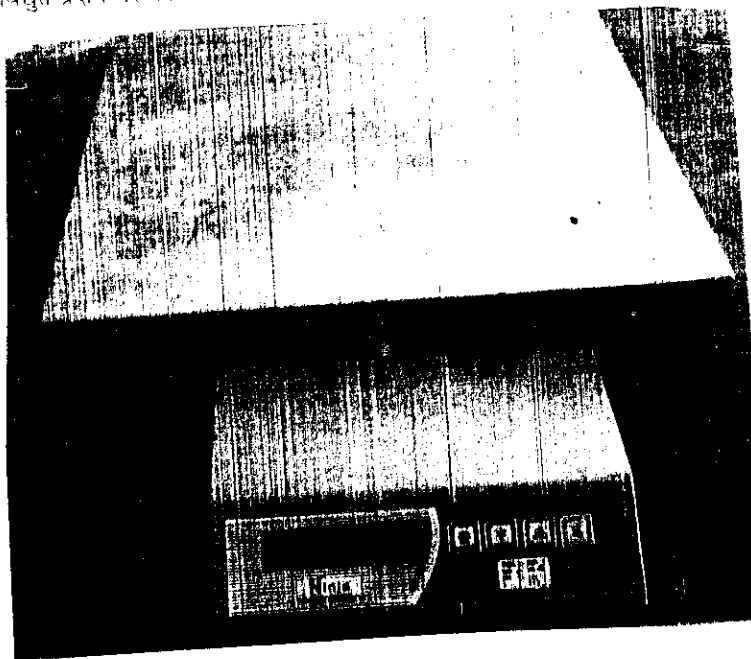
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1061.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) वाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा वाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मेक्रोटैक इंजीनियरिंग वर्क्स, गांधी आश्रम के निकट, पलवल, जिला फरीदाबाद, हरियाणा द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग II) वाले "एन एस पी" शृंखला के अंकक सूचना सहित अस्वचालित, तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "NINJA" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/384 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन (प्लेटफार्म टाइप) उपकरण है। इसकी अधिकतम क्षमता 200 कि.ग्रा. है और न्यूनतम क्षमता 400 ग्रा. है। सत्यापन माप अंतराल (ई) 20 ग्रा. है। इसमें एक अधियतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक भारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



कपटपूर्ण व्यवहारों को रोकने के लिए, स्टाम्पिंग प्लेट पर लीड सील लगाई जाती है जो सर्किट को सुरक्षा और मैकेनिकल असेम्बली के लिए इंडीकेटर के पिछली तरफ से जुड़ा हुआ है। उपकरण के बॉडी पर दिए गए छेदों के जरिए लीड और सील तार लगाकर सीलिंग की जाती है। उपकरण को सील के छेड़छाड़ किए बिना नहीं खोला जा सकता।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से 50,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 और 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

New Delhi, the 9th April, 2010

S.O. 10a1.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform Type) with digital indication of medium accuracy (Accuracy Class-III) of series "NSI" and with brand name "NINJA" (hereinafter referred to as the said model), manufactured by M/s. Macrotech Engineering Works, near Gandhi Ashram, Palwal, Distt. Faridabad, Haryana which is assigned the approval mark IND/09/08/384.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 200 kg and minimum capacity of 400 g. The verification scale interval (e) is 20 g. It has tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

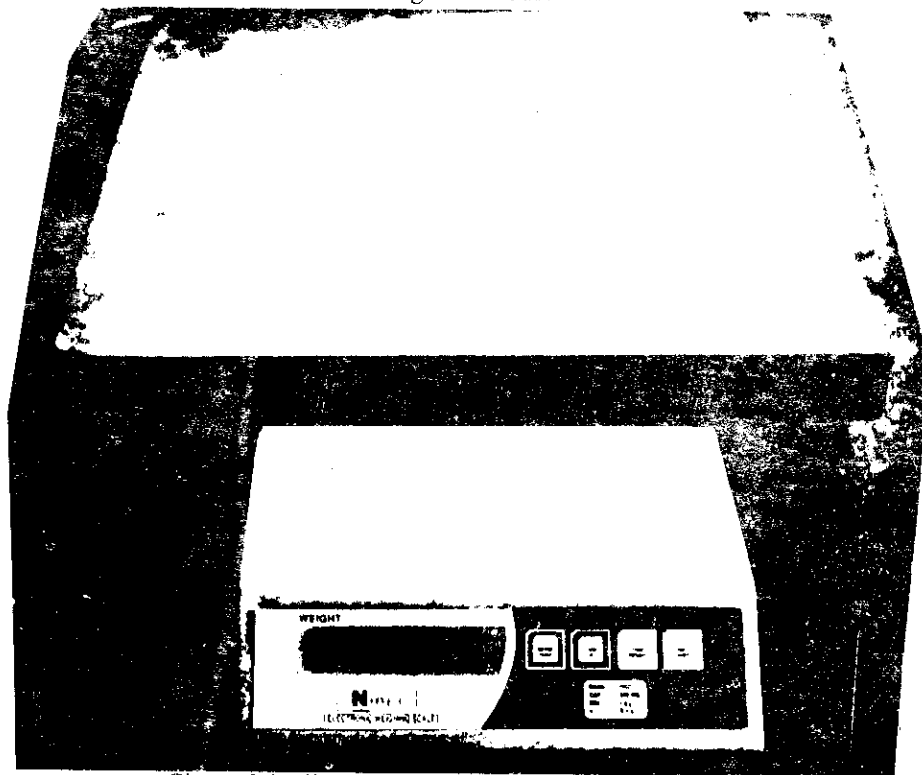


Figure-2 Sealing provision of the indicator of the model

Lead seal is affixed on the stamping plate for the security of circuit and mechanical assembly to avoid fraudulent use. Sealing can be done by applying lead & seal wire through the holes provided on the body of the instrument. The instrument cannot be opened without tampering the seal.

The instrument has external access to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg upto 5000kg with verification scale interval (e) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[G.S.O. 10a1/2010 (281)/2009]

B. N. DIXIT, Director of Legal Metrology

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 25 मार्च, 2010

का.आ. 1062.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं बेलफोर वेलफेयर हॉस्पिटल कन्हान एरिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 111/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-3-2010 को प्राप्त हुआ था।

[सं. एल-22012/332/2001-आई आर (सी एम- II)]

अजय कुमार गौड़, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 25th March, 2010

S.O. 1062.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/02) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Welfare Hospital Kanhan Area and their workmen, received by the Central Government on 25-3-2010.

[No. L-22012/332/2001-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LC/R/111/02

Presiding Officer : SH. MOHD. SHAKIR HASAN

The Secretary,
R.K.K.M. Sangh (INTUC),
Chandametta, PO: Chandametta,
Chhindwara (MP)

.... Workman/Union

Versus

The Chief Medical Officer,
Welfare Hospital Kanhan Area,
P.O : Junnardeo,
Distt. : Chhindwara (MP)

.... Management

AWARD

Passed on this 3rd March, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L -22012/332/2001-IR (CM-II) dated 30-7-02 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of Kanhan Area Hospital of WCL, Junnardeo, Distt. Chhindwara in not regularizing Ku. Fulla Bai, Peon as Clerk Gr. III

is legal and justified? If not, to what relief is the workman entitled and from what date?”

2. The Union/workman did not appear in spite of notice by registered post. Lastly the then Tribunal proceeded ex parte against the Union/workman on 9-3-06.

3. The non-applicant management appeared and filed written statement. The case of the management, in short, is that one Shri Braj was employed in WCL who was declared unfit for further service. On his place the workman Ku. Fulla Bai was appointed as Peon on the basis of dependent employment under the provision of National Coal Wage Agreement and was posted at Nandan Mine No.1 vide order dated 6-6-93. Subsequently she was transferred to Kanhan Area Hospital in the same capacity where she joined on 8-6-93. Again she was transferred to Nandan Sub Area on the same post vide order dated 10-11-03. The further case of the management is that the claim of the worker Smt. Fulla Bai for promotion to the clerical cadre is not tenable. The promotion of any employee can be considered through the Departmental Promotion Committee keeping in view the vacant posts, administrative requirement etc. alongwith all other eligible candidates as per cadre scheme. Under the circumstance the action of the management in not regularizing Ku. Fulla Bai as Clerk Gr. III is legal and justified.

4. The point for issue is as to whether the action of the management in not regularizing Fulla Bai as Clerk Gr. III is legal and justified.

5. The management witness Dr. A. K. Chaukse is working as Dy. Chief Medical Officer in Kanhan Area Hospital. He has stated that promotion is given in accordance with the cadre scheme only which is formulated under the NCWA. He has stated that Ku. Fulla Bai was appointed as peon and she was transferred from Nandan Mine No. 1 to Kanhan Area Hospital. The transfer order is filed which is marked as Exhibit M/1. This also shows that she was peon. He has stated that she cannot claim promotion to the clerical cadre unless and until she is selected for the post as provided under the cadre scheme. This clearly shows that her claim to be promoted to the clerical cadre is not justified. Accordingly the reference is answered in favour of the management.

6. In the result, the award is passed ex parte against the workman without any order to costs.

7. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 25 मार्च, 2010

का.आ.1063. —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं प्रोविडेंट फंड कमिशनर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों

के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 8/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-3-2010 को प्राप्त हुआ था।

[सं. एल-42012/235/2002-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th March, 2010

S.O. 1063.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of Provident Fund Commissioner and their workmen, received by the Central Government 25-3-2010.

[No. L-42012/235/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 8 of 2004

BETWEEN

Sh. Kamlesh Kumar,
S/o Sh Munni Lal,
House No. 7/5 Nakabganj,
Kanpur Nagar, Kanpur.

AND

The Regional Provident Fund Commissioner (UP)
Regional Office,
Nidhi Bhawan,
Sarvodaya Nagar,
Kanpur.

AWARD

1. Central Government, MOL, New Delhi, vide notification No. L-42012/235/2002-IR (CM-II) dated 21-4-03, has referred the following dispute for adjudication to this tribunal :—

2. Whether the action of the Regional Provident Fund Commissioner, Uttar Pradesh, Kanpur in removing the workman Sri Munni Lal with effect from March 2002 is justified and legal? If not, to what relief the workman is entitled to?

3. This reference was previously proceeded before the CGIT Lucknow, but thereafter this reference has been withdrawn and sent to this tribunal by the Ministry for decision according to law.

4. Brief facts are that claimant Kamlesh has filed his claim statement alleging that he was engaged by the

opposite party as sweeper in the year 1982 and he worked continuously and regularly till 2001. During service he did not give any chance to the opposite party and discharged his duties honestly. Opposite party has issued him certificates from time to time. In the year 2001 when he requested the opposite party to confirm his service they became annoyed with the claimant and terminated/retrenched his services without any cause and without any notice and without following the provisions of Industrial Disputes Act, 1947, on March 2002. There is a clear vacancy with the opposite party and in removing him from the services opposite party has adopted unfair labour practice, therefore, claimant is entitled for reinstatement with full back wages and all benefits.

5. Opposite party has filed the objection in the shape of written statement. They have vehemently denied the aversions of the claimant, but stated that while arising any contingency the claimant would have been engaged and paid daily rate for the working days he had actually worked. He was never under the regular employment till 2001. It is stated that there is no vacant post with the opposite party. It is alleged that they have not violated any provisions of the Act; therefore, claim is liable to be rejected.

6. Claimant has filed certain papers i.e. paper no. 20/1 Ext. W. 1, paper no. 20/2 Ext. W.2 paper no.20/3 Ext. W-3, paper no.20/4, these are the papers alleged by the claimant to be the certificates of working given by the opposite party. Paper no. 20/5 Ext. W-5, is a letter issued by the opposite party department to the daily wage workmen for interview, wherein the name of the workman is also shown, paper Ext. W-6 wrongly numbered as 20/5 is copy of the letter of the workman to the opposite party department (photocopy) Paper no.20/6 Ext. W-7 is a letter written by the opposite department written to the workman and one postal receipt has been filed.

7. No other paper has been filed by either party.

8. Both the parties have adduced oral evidence. Claimant has adduced himself as witness W.W.1 Kamlesh. Opposite parties has adduced two witnesses M.W.1 is Sri K. K. Dixit UDC of the department and M.W. 2 is Sri P. B. Bhattacharya, Assistant P. F. Commissioner.

9. I have perused the whole record, evidence and considered the circumstances and heard the arguments at length. My findings are:—

10. The only short question to be decided in this reference is whether there has been any relationship of employer and employee in between the opposite party and the workman and secondly is whether the workman had regularly and continuously worked with the opposite party for 240 days in the year preceding 12 calendar months from the date of termination and or whether any right has been accrued in favour of the claimant and lastly that whether the opposite party has committed breach of any of the provisions of Industrial Disputes Act, 1947.

11. Claimant in his cross-examination has admitted that he has not filed any appointment later of the year 1981. He stated that his appointment/engagement is according to letter dated 18-5-01 which is Ext.7 for the post of water boy. He admitted that the post was totally temporary and his services could be removed any time without notice. It is also in the letter that as the appointment is as a daily wager and he will not claim any right for regular appointment and he has joined the service on the same terms and condition and he was paid on the basis of daily wager. He admitted that in the year 2001 he worked only for 78 days. He stated that whatever the certificates he has filed he had worked only for that period and there is no wages pending for that period.

12. M.W.1 stated that Kamlesh Kumar was engaged as daily wager for a short period. M.W.2 who is an Assistant Commissioner Provident Fund stated that the claimant had worked in the year 2001 as a daily rated water boy and before that he was daily rated sweeper in the year 1982. He stated that there is no post of sweeper lying vacant in this department.

13. From the evidence and the records it is clear that he was never engaged for any regular or permanent post. He was engaged as a water boy in the year 2001 before that he was also engaged as a sweeper in the year 1982 and thereafter he worked only for certain period during that period. Therefore, from the perusal of evidence no relationship of employer and employee has been established between the opposite party and the workman.

14. I have also considered whether any right has accrued in favour of the workman under the provisions of the Act and opposite has committed any breach of any provisions of the Act.

15. It is established that he was engaged as water boy in the year 2001. According to the certificate which is paper no.Ext.W-4 he had worked only for 78 days in the year 2001. This fact has been admitted by him in the cross-examination. There is no certificate of working before May, 2001 in continuity or otherwise, therefore, from the evidence the claimant has not been able to establish that he had worked continuously for 240 days in a calendar year preceding the date of termination.

16. The contention of the claimant that he was removed some time in the month of March 2002 has not been established, because the claimant has admitted in his cross examination that whatever period he had worked he had filed the certificates.

17. Opposite party has filed a number of rulings but invited my attention towards ruling.

(i) [2006 (110) FLR 767 SC] in between HUDA versus Jagmal Singh

Hon'ble Apex Court found and held that the workman was appointed as daily wager, not as a

permanent employee. he cannot claim any right to the post-no right has accrued to him to claim any benefits-moreover, he has not worked for statutory period of 240 days.

(ii) Opposite party has placed reliance upon a decision [2002 (93) FLR 622] SC in between Range Forest Officer versus ST Hadimony.

Hon'ble Apex Court found and held that since the claim of the applicant was denied by the management- it was for the workman to lead evidence to show that he had in fact worked for more than 240 days.

(iii) Opposite party has placed reliance upon a decision [2003 (96) FLR 492] SC in between UP A was and Vikas Parishad versus Kanak and another.

The Hon'ble Apex Court found and held that where the worker had worked for less than 240 days-his work was found below standard the worker was rightly terminated and there was no breach of Section 25F of the Act

18. Therefore, in the present case also burden lies on the claimant initially to prove that he had worked for 240 days or more in a calendar year preceding the date of his termination retrenchment but he has failed to prove this fact.

19. Therefore, no right has accrued to the claimant under the provisions of the Industrial Disputes Act. Hence the action of the opposite party management is neither illegal nor unjustified. As such the award is decided against the claimant and in favour of the Opposite party.

Dated: 16-3-2010

RAMPARKASH, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का.आ. 1064.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 33/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।

[सं. एल-12011/88/2006-आई आर(बी-11)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1064.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.33/2007) of the Central Government Industrial Tribunal/ Labour Court, No.1 Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation

to the management of Indian Bank and their workman, which was received by the Central Government on 26-3-2010.

[No. L-12011/88/2006-IR (B-II)]

U. S. PANDEY, Desk Officer

CHANDIGARH

**BEFORE SH. V. S. PANDIT KUMAR SHARMA,
JUDGE, GOVT. INDUSTRIAL COURT
INDUSTRIAL DISPUTES LABOUR COURT-4,
CHANDIGARH**

Case No. L-12011/88/2006-IR

The Vice President, Bank Employees Federation of India
(Punjab State), 75-1, Kirti Nagar, Ludhiana.

... Applicant

versus

The Deputy General Manager, Indian Bank, Circle Office,
SCO No. 189-192, Sector-5C, Chandigarh

... Respondent

APPEARANCES

For the Workman : Sh. Harish Kapoor

For the Management : Sh. S. K. Soni

AWARD

Passed on : 19-1-09

Government of India, vide notification No. L-12011/88/2006-IR (B-II) New Delhi dated 28th May, 2007 referred the following industrial dispute for judicial adjudication of this Tribunal :-

"Whether the demand for the Bank Employees Federation of India, Punjab State in regard to non-creation of Allowance carrying posts mentioned in Para 5.282 & 5.326 of Desai Award and non-payment of allowances thereof amounts to violation of the Award by the management of Indian Bank or not? If so, to what relief they are entitled?"

One Sh. Harish Kapoor in capacity of Vice President of Bank Employees Federation of India (Punjab State), raise the industrial dispute for non-implementation of Paras 5.282 & 5.326 of Desai Award against the management of Indian Bank. On failure of conciliation proceedings before and after awarding this reference.

It is the contention of the Federation of bank employees that the award of January 2004, 3rd Desai Award was not implemented leading to a dispute. It contains some special provisions along with amount of the allowance. It is also stated that it is not the intention of the award that these allowances should be given to the holders of corresponding posts but only to the holders of designated posts. It is stated that the rights of the employees of the

Federation. As an example, Harish Kapoor on behalf of the Federation has quoted his own example. He is still working as a Clerk/Typist after putting in 32 years of service due to non-implementation of Desai Awards and Desai Awards.

It is also to make clear that before raising the instant industrial dispute, Sh. Harish Kapoor, on behalf of the Federation, moved an application to the Regional Labour Commissioner (Central) for enforcement of minimum wages of Labour to take appropriate action against chairman, Managing Director and other office bearers of the Indian Bank under Section 29/32 of Industrial Disputes Act, 1947 (hereinafter referred as an Act) for non-implementation of the provisions of Desai Award and Desai Award regarding special allowance to clerical staff and subordinate staff specially concerning Mr. Harish Kapoor, Clerk/Typist, Indian Bank, Ludhiana Branch, Ludhiana who is still a Clerk after putting in 30 years of service. This application was contested by the management of the bank and the same was converted into industrial dispute under Section 2k of the Act. For final reference under Section 36-A to the Tribunal for interpretation of Award. Feeling aggrieved with this order, Sh. Harish Kapoor, on behalf of the Federation, filed a writ petition before Hon'ble High Court of Punjab and Haryana and Hon'ble High Court was kind enough to dispose of the petition on 15-3-07 with the view that conciliation officer rightly came to the conclusion that the dispute raised by the petitioner is required to be adjudicated by the Labour Court on the sanction of new posts and subsequently the payment of special performance allowance. It was ordered by the High Court that the matter be put up before the Labour Court for necessary adjudication. Accordingly, this reference for interpretation of said paras was referred to the Tribunal, in view of creation of posts and payment of special performance allowance to the subjects of the Federation.

The management of the bank raised the preliminary objection that Sh. Harish Kapoor was not authorized to raise this industrial dispute. He could not raise such a dispute in individual capacity and he was not authorized by the Federation to raise the dispute on behalf of the members of the Federation. It was further contended by the management of the bank that Desai and Shastri Awards have been objected to modifications by several bipartite settlements between the management of the bank and their unions. The latest such bipartite settlement is dated 1-1-07, which bears the present dispute before this Tribunal.

The management of the bank has further contended that all the provisions of every award have been implemented. The para in question of Desai Award are not related to a revision of posts which is the discretionary power of the management.

(In the course of proceedings of the parties, the main

issues for adjudication are as follows:—

1. Whether Sh. Harish Kapoor was competent to raise the industrial dispute and to present himself in this reference on behalf of the Federation?

2. Whether the management of the bank is bound by paras 5.282 & 5.326 of Desai Award to create specific posts for the purpose of payment of special performance allowance to its employees?

I am answering these issues one by one.

On issue No.1, both of the parties were afforded the opportunity for adducing evidence. It is also to make clear that management of bank raised a specific issue by moving an application that Sh. Harish Kapoor was not empowered to raise the present industrial dispute and to present himself on behalf of the Federation in the present reference. Vide order dated 2-9-08 and 15-9-08, Harish Kapoor was directed to file the material before this Tribunal or adduce oral evidence regarding his contention that he was empowered to raise this industrial dispute and present himself before this Tribunal in the present industrial reference on behalf of the Federation. Sh. Harish Kapoor adduced the evidence of Sh. Jagir Singh, Secretary General of the All India Federation. He was examined by the Court as WW1. He has categorically mentioned in his evidence that he is empowered to appoint any person to appear before any Tribunal/Court subject to the approval of executive of the Federation. He has also mentioned that his decision to nominate Sh. Kapoor as representative of the Federation to raise the present industrial dispute has yet not been rectified by the executive of the Federation. The constitution of Federation is also on record. As per the provisions of the constitution of Federation, Sh. Kapoor could only represent the Federation before this Tribunal, if he was duly authorized by the executive of the Federation. Admittedly, Sh Harish Kapoor was authorized by the Secretary General and not by the executive of the Federation. Vide order dated 22-9-08, this Tribunal directed Sh. Harish Kapoor to get his authorization approved by the executive of the Federation within one month. This Tribunal on 22-9-08, passed the following order:—

"As stated earlier that yet now the authorization of Harish Kapoor has not been approved by the Federation is a technical mistake and in my opinion, it should not have any adverse effect on the authorization of Sh. Harish Kapoor, provided, his authorization is approved by the Federation within one month from the date of passing of this order. Accordingly, Sh Harish Kapoor can represent himself before this Tribunal in this reference subject to the approval of his authorization by Federation within one month."

No such approved authorization was filed before this tribunal. Moreover, Sh. Harish Kapoor absented himself

either on one context or another. Finally, he moved an application through registered post A. D. that he did not want to adduce any evidence, hence the reference be disposed of on the basis of documentary evidence, already filed.

The authorization of Sh. Harish Kapoor to raise the present industrial dispute and to represent the Federation in the present reference is not as per the provisions of the constitution of Federation. He was afforded the opportunity by this Tribunal vide order dated 22-9-80, to correct his authorization by getting the approval from the executive of Federation, but he failed. Moreover, he absented himself from this Tribunal and requested for adjudication of this reference on the basis of the documentary evidence already adduced by him. This reference is the result of converting the complaint into an industrial dispute by the conciliation officer for interpreting the paras 5.282 & 5.326 of Desai Award. Sh. Kapoor failed to file the proper/authentic and legal authorization on behalf of the Federation to represent the Federation in this reference. Even after afforded the opportunity, he could not succeed to file the authorization. Accordingly, in absence of legal authorization, he cannot represent the Federation in this reference.

On perusal of complaint filed by Sh. Harish Kapoor on behalf of the Federation before the conciliation officer and statement of claim filed by him on behalf of the Federation, it is also evident that he has tried to raise the personal grievance in the name of the Federation. Title of the complaint filed by him before the Conciliation Officer/ Regional Labour Commissioner, Chandigarh, para 10 of the statement of claim and the facts mentioned in para 20 of the claim petition filed before this Tribunal proved that he has raised the individual concern by stating that he is still a Clerk/Typist after putting in 32 years of service due to non-implementation of Shastri Awards and Desai Awards. He has not mentioned any other specific instance which resulted in violation of any right of any member of the Federation for non-implementation of Shastri and Desai Awards. Thus, Sh. Harish Kapoor has tried to give a colour to his personal grivance as the collective grievance of the Federation, which is not possible under the law. Sh Harish Kapoor, as stated by him, has not individually raised this dispute. He has raised it on behalf of the Federation for which he was not authorized, accordingly, he cannot represent Federation before this Tribunal in this reference.

By answering the issue No.1, there is a short route available to this Tribunal to decline the answer this reference on the ground that Sh. Harish Kapoor is not authorized by the Federation. But considering the direction of Hon'ble the High Court that the issue of interpretation of paras 5.282 & 5.326 of Desai Award should be adjudicated by the Labour Court and also considering the nature of dispute, I am also of the view that I must interpret the paras 5.282 & 5.326 of Desai Award. Paras 5.282 & 5.326 of Desai

Award contains the provisions regarding certain specific performance allowances and their amount as well. These provisions have been modified by several bipartite settlements. I have gone through both of the paras of Desai Award as modified from time to time. I am of the view that the provisions of paras 5.282 & 5.326 of Desai Award, as modified from time to time, does not speak about the creation of posts but give a quantum of special allowances that becomes payable to the workmen being specially assigned such work by the bank. Thus, the provisions have no concern with the creation of any posts for conferring the specific performance allowances. These allowances are awarded to those workmen who have been conferred the specific work to do in the existing cadre. Meaning thereby, in the existing cadre, only those workmen can claim specific allowance under the said impugned provisions who have been assigned the special task to perform by the management of the bank. These special allowances have the nexus with the special performance and not with the posts. All the workmen in a particular cadre are not entitled for such specific performance allowances mentioned in the said paras of Desai Award, but only those workmen who performed the specific task on the direction of the management of the bank can claim such allowances. Thus, I am of the view that the impugned paras of Desai Award, as amended from time to time, have no concern with the creation of posts and the management of respondent cannot be held liable for non-implementation of the impugned provisions of Desai Award.

I am also convinced with the contention of the management of the bank that the relief of the workman is also barred by the provisions of bipartite settlement dated 14-2-95. There is specific provision in the V bipartite settlement dated 14-2-95, which is as follows :—

“If there is any difference of opinion regarding interpretation of any provision of this settlement, the matter will be taken up only at the level of the Indian Banks' Association and the All India Bank Employees' Association, and the all India Bank Employees, Association, National Confederation of Bank Employees, Bank Employees Federation of India and Indian National Bank Employees' Federation for discussion and settlement.”

Sh. Harish Kapoor, aggrieved personally, raised the present dispute on behalf of the Federation without raising it before the appropriate forum in compliance of the provisions of V bipartite settlement dated 14-2-95. The appropriate person/association should have approached the prescribed forum and primary direct involvement of this Tribunal and the conciliation officer without approaching such forum was barred. I have answered this reference because of the directions of the Hon'ble the High Court that the concerned Labour Tribunal should decide the matter.

Accordingly, I am answering this reference as follows:—

1. Sh Harish Kapoor was not competent to file the complaint on behalf of the Federation and to represent the Federation before this Tribunal in the present reference.

2. paras 5.282 & 5.326 of Desai Award has no concern with the creation of posts and there is no violation of any right of any member of the Federation, by the act of management, not creating the posts for conferring the specific performance allowance.

Appropriate Government be moved for the publication of award. Thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का.आ. 1065.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- I, नई दिल्ली के पंचाट (संदर्भ संख्या 51 /2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।

[सं. एल-12012/133/2004-आईआर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1065.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.51/2004) of the Central Government Industrial Tribunal- I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 26-3-2010.

[No. 1-12012/133/2004-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL No. I. KARKARDOOMA COURTS
COMPLEX, DELHI

I.D.No 51/2004

Sajjan Kumar S/o Shri Gopi Ram,
R/o Jain Chowk, Balmiki Basti
Bhiwani.

..... Claimant

Versus

The Manager,
Canara Bank,
Ghantaghar Chowk,
Bhiwani.

.....Management

AWARD

Smt. Beero Devi was working as part time sweeper with Bhiwani Branch of Canara Bank. Subsequently she resigned from service of the bank. Sajjan Kumar, her son was engaged intermittently at Bhiwani Branch of the bank for cleaning and sweeping job on daily wage basis. He was not engaged any further after 24-2-96. His wages of 86 days from 29-10-95 to 24-2-96 were due to him from the bank. He opted not to receive those wages, but raised a claim for reinstatement. His claim was declined by the bank. After a period of five years, he raised a dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12012/133/2004-IR (B-II), New Delhi dated 7-10-2004, with following terms:

“Whether it is a fact that Sajjan Kumar was engaged as part time Sweeper by the management of Canara Bank during the period from 18-8-1995 to 22-1-1998 and whether action of the management in terminating services of Sajjan Kumar S/o Gopi Ram w.e.f. 23-1-98 is just and legal? If not, what relief the workman is entitled to?”

2. Claim statement was filed by Sajjan Kumar pleading therein that he was employed by Canara Bank as part time sweeper on 18-8-95. He continuously served the bank without any break. Consolidated amount of Rs. 600 PM was paid to him Management made regular payments to him, except from 26-10-95 to 24-2-96. His payment for that period was illegally withheld. His salary was debited to general charges under miscellaneous head of the bank. His services were dispensed with by the management on 22-1-98. No notice or pay in lieu thereof was given to him. No retrenchment compensation was paid to him. After terminating his services, one John Paul was appointed. The management was under an obligation not to terminate his service. He claims that action of the management terminating the services is illegal and liable to be set aside. He seeks reinstatement of his service with continuity and full back wages, besides release of his salary from 26-10-95 to 24-2-96

3. Contest was given by the management to the claim pleading therein that when mother of the claimant resigned from services of the bank, he was engaged for a few days to do manual job. He was engaged intermittently. The management disputes that he was appointed as sweeper on 18-6-95. However it has been admitted that his wages for 86 days from 26-10-95 to 24-2-96 are due, but the claimant is not willing to accept the payment. Even before the Conciliation Officer, he was not ready to accept the same. It has been denied that his services were dispensed with on 22-1-98. Management projects that the claim put forward is devoid of merits and liable to be rejected.

4. Shri Sajjan Kumar has examined himself in support of his claim. Shri Dilbagh Singh was examined on behalf of

the management. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri S. D. Sharma authorized representative advanced arguments on behalf of the claimant. Shri Rajat Arora, authorized representative, raised his submissions on behalf of the management. I have given any careful consideration to the arguments advanced at the bar and cautiously perused the record. My finding on issues involved in the controversy are as follows:

6. Sajjan Kumar deposed that he joined Bhiwani Branch of the bank as sweeper on 18-8-95. He was paid Rs. 600 PM as his wages through vouchers. He worked with the management bank continuously upto 22-1-98. He rendered continuous service of 700 days with the management from 18-8-95 till 22-1-98. His job was of permanent and regular nature. On 22-1-98 Rajiv Malhotra, Branch Manager told him that a new boy has been employed, hence he should not visit the branch next day. No termination letter was served upon him. No notice or pay in lieu thereof was given. No compensation was paid to him, at the time of his termination. He admits that no appointment letter was given to him. He was paid his wages as part time employee. He used to remain in the bank from 8AM to 5 or 6 PM. His payments were released in his favour through vouchers, photo copy of which are Ex.WW/1 to Ex.W.W./179. During the course of his cross examination he admits that Ex.W.W./1/14, Ex.W.W./1/15, Ex.W.W./1/23, Ex.W.W./1/25 to Ex.W.W./1/35, Ex.W.W./1/37, Ex.W.W./1/39, Ex.W.W./1/40, Ex.W.W./1/43, Ex.W.W./1/50, Ex.W.W./1/63 and Ex.W.W./1/68 do not bear his name or signature. He admits that on the strength of Ex.W.W./1/38 he was paid a sum of Rs. 140 only.

7. Dilbagh Singh testified that he was posted in Bhiwani Branch of the bank since 22-5-2009. As per record Beero Devi was serving as part time employee in Bhiwani Branch of the bank. She worked for three years. She was suffering from Asthama. She gave in writing that on account of her ailment she was unable to perform her duties, copy of which letter is Ex.M.W./1/1. Her resignation was accepted vide communication Ex.M.W./1/2. A letter was written to Employment Exchange and name of fifteen persons were forwarded to the bank. Out of those 15 persons, 8 turned up for interview. Their interview was conducted. John Paul was selected for the post of part time employee. Till process of selection was completed. Sajjan Kumar worked with the bank as a daily wage employee. He worked for 82 days only from 1-11-95 till 22-1-98. Chart showing the days on which Sajjan Kumar has worked with the bank is Ex.M.W./1/5. During the course of his cross examination he admits that as and when there was a leave vacancy, Sajjan Kumar was engaged to do manual job.

8. When facts projected by the workman and Shri Dilbagh Singh were appreciated, it came to light that Beero Devi was working as part time employee in Bhiwani

Branch of the bank. She was suffering from Asthama, hence she tendered her resignation copy of which is Ex.M.W. 1/1. In her resignation letter dated 29-12-95 she requested that her resignation may be accepted from 21-1-96. Ex.M.W. 1/2 makes it clear that resignation of Smt. Beero was accepted w.e.f. 21-1-96. Therefore it is emerging over the record that till 21-1-96 Smt. Beero was working as a part time sweeper in Bhiwani Branch of the bank. The claimant does not dispute that Smt. Beero happened to be his mother, who tendered her resignation as aforesaid consequently. Claim of Sajjan Kumar that he was working in Bhiwani Branch of the bank since 18-8-95, falls flat to the ground.

9. Dilbagh Singh deposed that service of the claimant were engaged in exigencies on part time basis. Requisition was sent to the Employment Exchange. Names of 15 persons were sponsored. Those persons were called for interview and out of 15 persons only 8 persons appeared for the interview, Ex.M.W. 1/4 makes it clear that interview was conducted on 6-9-97 at 11 AM. Ex.M.W. 1/3 highlights that John Paul secured maximum marks in the interview and was found suitable for the job. Letter dated 22-9-97, written by the Branch Manager to Regional Office, Chandigarh, makes it clear that approval was sought for appointment of John Paul as a part-time sweeper. Therefore, these facts make it clear that the management bank started process for recruitment of a part time sweeper and in that process John Paul was selected. Claimant was engaged in exigencies by the bank and was paid through vouchers, copy of which are Ex.W.W. 1/1 to Ex.W.W. 1/79. When these vouchers are perused, it came to light he served the management bank till 22-1-98.

10. "Continuous Service" has been defined by Section 25B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service." Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In Vijay Kumar Manjoo (1968 Lab. I. C. 1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service then he must get the benefit conferred by the Act. Consequently, an enquiry

has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calendar months, immediately preceding the date of his disengagement.

11. When continuous service of 240 days is reckoned from 22-1-98 to 11-1-97 the date upto vouchers are brought on record, it emerge that the claimant worked for 239 days only. Consequently it is evident tht he had not rendered continuous service for one year as contemplated by the provisions of Section 25 B of the Act. Therefore it is concluded that the claimant has not rendered continuous service with the management bank either from 18-8-95 to 22-1-98 or for 240 days in preceding 12 months from 22-1-98. Claimant was engaged intermittently in exigencies. He has not served for 240 days continuously to reckon continuous service for one year. In that situation he cannot claim benefit of the provisions of Section 25 F of the Act. Even otherwise being a casual employee, he does not have a right to be reinstated in the services, since it would amount to back door entry in the service of the bank.

12. In Uma Devi [2006 (4) SCC 1] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submission of the workmen to be made permanent on the post which was held by them in temporary or ad-hoc capacity for a fairly long spell. The Court ruled thus:

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court in our view, is bound to insists on the State making regular and proper recruitments and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent the distinction between regularization and making permanent, was not emphasized here can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in Piara Singh [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

13. Taking note of some of recent decisions the Apex Court held that the State does not enjoy a power to make appointments in terms of article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela* [2006 (2) SCC 482] with approval, wherein it was ruled thus.

“The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the state or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under article 16 of the Constitution.”

14. In *P. Chandra Shekhara Rao and Others* (2006 7 SCC 488) the Apex Court referred *Uma Devi's case* (Supra) with approval. It also relied the decision in *Uma Rani* (2004 7 SCC 112) and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In *Somveer Singh* (2006 5 SCC 493) the Apex Court ruled that appointment made without following due procedure cannot be regularized.

15. As emerge over the record claimant was appointed to do casual job, as and when exigency arose. He was not appointed by the bank in pursuance of recruitment rules. Casual engagement at different intervals had been not in consonance with the recruitment process which the management bank was bound to follow. In such a situation he is aware of the consequence of his appointment being temporary casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post when an appointment to the post could be made only by following a proper procedure or selection process. Therefore, the theory of legitimate expectation cannot be successfully advanced by the claimant. In view of the factual as well as legal proposition referred above. It is clear that the claimant is not entitled for relief of reinstatement in the service of the bank. However, management bank admits that 86 days of the salary of the

claimant is lying unpaid. Management bank is under an obligation to release that salary in favour of the claimant within a period of thirty days when the award becomes enforceable.

16. There is other facet of the coin. The claimant was disengaged by the bank on 23-1-98. He opted not to raise a dispute before the Conciliation Officer for considerable long period. Dispute under reference was forwarded to this Tribunal for adjudication on 7-10-04. By the date when reference was sent for adjudication it has become stale. Such dispute which is not raised by the claimant at the appropriate time, is found to be beyond the purview of Section 10 of the Act for making a reference to the industrial adjudicator for adjudication. The Apex Court in *Nedungadi Bank* (AIR 2000 SC 839) observed that the appropriate government ought not to have referred the dispute for adjudication, since it became stale.

17. In view of the discussion referred above claimant is not entitled for the relief of reinstatement in the services of the bank. However, management is under an obligation to release his salary for 86 days, as admitted by it in the written statement within a period of 30 days from the date when the award becomes enforceable Award is accordingly, passed it be sent to the appropriate Government for publication.

Dated: 12-3-2010

DR. R. K. YADAV, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का.आ. 1066.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 24/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।

[सं. एल-12011/135/2008-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O.1066.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.24/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Canara Bank and their workman, which was received by the Central Government on 26-3-2010

[No.L-12011/135/2008-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM-LABOUR COURT,
CHENNAI**

Friday, the 19th March, 2010

Present: A. N. JANARDANAN, Presiding Officer**Industrial Dispute No. 24/2009**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Canara Bank and their Workman)

BETWEEN

Sri. A. Abubakkar : 1st Party/Petitioner

Vs.

The Dy. General Manager : 2nd Party/Respondent
Canara Bank,
Circle Office, 166 TV Samy Road (W),
R. S. Puram,
Coimbatore- 641002

APPEARANCE

For the 1st Party/Petitioner : Sri Balan Haridas

For the 2nd Party/ Management : Sri T. R. Sathiya
Mohan

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12011/135/2008-IR(B-II) dated 4-2-2009 referred the following Industrial Disputes to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of Canara Bank in imposing the punishment of compulsory retirement as per Disciplinary Authority orders dated 11-4-2006 to Sri A. Abubakkar Sitheek, Ex-Clerk is justified or not? What relief the workman is entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as I.D. 24/2007 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their claim and Counter Statement as the case may be.

3. The allegations in the Claim Statement bereft of unnecessary details are as follows:

The petitioner/Clerk in Nasiyanur branch under the Respondent/Bank was suspended on 13-8-2005 and was charge sheeted on 13-10-2005. There was an enquiry followed culminating in a report against which the petitioner submitted submissions on 28-12-2005 as regards the charges held proved. Show Cause Notice was issued on 31-3-2006 proposing punishment of compulsory

Retirement and for personal hearing on 8-4-2006 in which he appeared and represented. But punishment of Compulsory Retirement was imposed on 11-4-2006. The appeal preferred was dismissed on 28-6-2007, of course after a personal hearing on 16-5-2007 and an opportunity to give a written representation explaining that the charges were not proved. The substance of the charge is that on 2-8-2005, the petitioner obtained additional WOF signed by Smt. T. Sulochana, a Customer while she came to avail VSL for Rs. 40,000 and filled-up WOF on 5-8-2005 for Rs. 32,000 though she had not come to the branch that day. The petitioner is also alleged to have had tendered as SB Credit Challan for Rs. 32,000 with credit of the lady customer's SB A/c 15905 when the Cashier refused payment on the withdrawal slip in the absence of the customer in person. It is further alleged that for want of signature in the challan to the notice of the Cashier the petitioner affixed his signature which the Cashier refused. The lady denied having come to the Branch for the withdrawal. The petitioner is further alleged to have had admitted on 6-8-2005 that he obtained two withdrawal order forms signed by the customer on 2-8-2005 and that his attempt to withdraw Rs. 32,000 on 5-8-2005 was without the customer's knowledge and he gave statement in writing to that effect on 6-8-2005 and 9-8-2005. The charges levelled are not correct. In urgent need of money the petitioner had applied for advance from the PF. There appeared some delay for receiving the money. The petitioner had requested for a hand loan of Rs. 32,000 from the said Sulochana which was required only on 5-8-2005 and to be repaid in a couple of days. Sulochana had agreed to lend the money on a condition that the transaction should not be revealed to her Husband with whom she has been at loggerheads and who is not aware of her deposits and availing of loan, which was assured. He had also informed Sulochana that if PF Loan is obtained by 5-8-2005, the loan may not be required. On 2-8-2005 when Sulochana came for a loan of Rs. 40,000 she gave withdrawal order from Rs. 32,000 to the petitioner. She had also assured to come to the bank on 5-8-2005 to give the money to the petitioner. On the date she was present in the branch and with her consent the withdrawal form for Rs. 32,000 was presented. But she quitted the bank on hearing shouts involving her name at the Cash Counter. The petitioner was actually trying to avail loan from Sulochana. In the meantime he was told by the Manager that PF loan has been received. Then the petitioner innocently credited the withdrawal for Rs. 32,000 to the customer's SB A/c. To the Branch Manager Sulochana was telling a lie that she had not come to the branch on 5-8-2005 since it was in the presence of her husband who manhandled her knowing about the transaction. In a confused mind he gave a statement as dictated by the branch officials in an assurance that it will not be taken as serious since there is no loss to the Bank. In the enquiry Sulochana has stated that she gave additional withdrawal order form to enable

the petitioner to avail loan. His confession statement has to give way to the statement of MW4. She was present on 5-8-2005 and it is on that satisfaction that the withdrawal was sought. She was lending money to the petitioner confidentially. There is evidence to show that Sulochana is dealing the account without knowledge of her husband. Statement of Sulochana given in the presence of her Husband is not to be given any credence. A normal transaction is sought to be made one as done without the consent of Sulochana. The finding as to the charges as proved is perverse. The petitioner has unblemished record. He remains unemployed. The punishment is disproportionate to the charges. The petitioner be reinstated with all benefits.

4. The contentions raised in the Counter Statement briefly read as follows:

The petitioner as the Deposit Section Clerk obtained withdrawal order forms together with other documents signed by T. Sulochana on 2-8-2005 for VSL of Rs. 40,000. Without the knowledge of the customer the petitioner retained one withdrawal order form signed by the customer which he on 5-8-2005 filled up for Rs. 32000 the customer being ex-parte at the branch and attempted to withdraw the amount. When the same was refused by the Cashier, the petitioner requested to adjust the payment towards credit challan printed by himself, which again when was refused petitioner affixed his signature in the challan. The petitioner was attending to withdraw money with malafide intention with the depravity of integrity, honesty causing prejudice to the Bank. His explanation to the Charge Memo was not satisfactory. He was provided with adequate opportunity to participate in the enquiry held in full conformity with principles of natural justice which culminated in a report dated 7-2-2006 holding him guilty. After getting submissions of the petitioner and after a personal hearing on 8-4-2006 punishment of Compulsory Retirement was imposed on 11-4-2006. Appeal was rejected on 26-12-2006. The allegations of the petitioner are denied. Withdrawal forms are to be tendered with SB A/c Pass Book by customer in person to whom the token is to be given. The petitioner had admitted the misconduct as one without the knowledge of the depositor. Sulochana has stood by the contents of her witness statements given on 6-8-2005 and 9-8-2005 and the same shows that the contention of the petitioner is false. The misconduct is serious in nature and the punishment is justified and legal. The claim is to be dismissed.

5. The evidence consists of Ex. W1 to Ex. W16 and the evidence of the petitioner by way of Affidavit in lieu of Chief Examination of which the cross-examination was waived by the Respondent, on the side of the petitioner. On the Respondent's side Ex. M1 to Ex. M29 were marked on consent but no oral evidence was adduced.

6. Points for consideration are:

- (i) Whether the Compulsory Retirement of the petitioner by the Respondent Management is justified or not?
- (ii) To what relief the concerned workman is entitled?

Point Nos. (i) & (ii)

7. The learned counsel for the petitioner argued that the attempt of the petitioner was to avail a personal loan from the Customer, Sulochana for which purpose the petitioner had obtained a withdrawal form signed by her together with the other documents when she wanted to avail VSL for Rs. 40,000 on 2-8-2005, which Sulochana had agreed to make on a condition that the transaction should not come to the knowledge of her husband, at loggerhead with her and who is unaware of her deposits. Further according to him she came to the bank on 5-8-2005 but was leaving the counter. On seeing a hue and cry at the counter centering round her. Since the petitioner, had in the meantime, been informed about the receipt of his P. F. loan, the petitioner was crediting the sum of Rs. 32,000 to the customer's account. The statement given by the petitioner confessing the misconduct was under a confused mind on the assurance that it would not be taken as serious since there is no loss to the Bank. The finding is also assailed as perverse. The explanations do not appear plausible ones at all because the said conduct, if at all true, a pertinent question stems from it why Sulochana should have left the counter sensing something happening there touching her name if she had handed over a signed withdrawal form to the petitioner which is not an act unbecoming of her if she had really wanted to help the petitioner. It is well to remember that an undue excuse is equal to no excuse at all.

8. The other arguments on behalf of the Respondent are that it was without the knowledge of Sulochana that the petitioner was obtaining a second withdrawal form maliciously. Actually the petitioner was deceiving Sulochana. There is also the confessional statement of the petitioner having attempted to withdraw Rs. 32,000 from the account of the depositor, Sulochana as a fake claim.

9. A perusal of the documents and records and on consideration of the oral arguments advanced on either side, I am constrained to reach the conclusion that the case of the petitioner has no leg to stand. The case of the petitioner that the Customer, Sulochana was granting him a personal loan of Rs. 32,000 with herself having appeared at the bank on 5-8-2005 and tendering the signed withdrawal form on the day is proved to be a false story. Over and above the confessional statement given by the petitioner from the evidence let in the enquiry, it could be found that the petitioner has attempted to fraudulently withdraw the sum of money from the account of the depositor as though it was an authorized withdrawal

on the basis of the withdrawal form admittedly signed by the depositor but which was actually contrived to be got so signed in order to perpetrate the malicious intention of withdrawing the money of Rs. 32,000 from the account of the depositor as though it is an authorized withdrawal. The enquiry discernibly went well in the wake of which a finding was entered holding the petitioner guilty which does not suffer from any perversity. Therefore, the enquiry and the finding entered are only to be upheld as valid and legal. The same does not call for any interference at the instance of this Tribunal.

10. Coming to the punishment, the question is whether on invocation of the Section 11-A of the ID Act it is necessary for this Tribunal to interfere to modify and reduce the punishment so as to make it proportionate to the gravity of the offence. Only in a case where it is possible to hold that the punishment has gone to such an extent as is shockingly disproportionate to the gravity of the offence that the authority of the Tribunal is to be extended to do that exercise to make the punishment just and legal. Here it is pointed out by the learned counsel for the Respondent that the petitioner, a bank employee is expected to protect the interests of bank and customers with utmost honesty and sincerity. His misconduct transcended every limit of his normal conduct and he is not at all entitled to any leniency and the punishment is only to be upheld.

11. Needless to say, having regard to the pros and cons of the contentions of either side, I am led to the only conclusion that it is the argument of the learned counsel for the Respondent that should be allowed to prevail in regard to the matter of punishment as well. Therefore, the imposed punishment of Compulsory Retirement is only to be upheld and I do so. The petitioner is not entitled to any relief.

12. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 19th March, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :

On the Petitioner's side :

Ex. No.	Date	Description
Ex.W1	13-8-2005	Order of Suspension
Ex.W2	18-8-2005	Show Cause Notice
Ex.W3	29-8-2005	Letter of Petitioner
Ex.W4	20-9-2005	Explanation of Petitioner

Ex.W5	13-10-2005	Charge memo
Ex.W6	28-12-2005	Explanation of Charge memo
Ex.W7	7-2-2006	Enquiry Report
Ex.W8	-	Submission on enquiry report
Ex.W9	31-3-2006	Second Show Cause Notice
Ex.W10	8-4-2006	Explanation to Second Show Cause
Ex.W11	11-4-2006	Order imposing punishment
Ex.W12	27-12-2006	Appeal preferred by petitioner
Ex.W13	-	Written submission before Appellate Authority
Ex.W14	7-5-2007	Personal Hearing Notice
Ex.W15	-	Personal Hearing Notice
Ex.W16	4-7-2007	Order of the Appellate Authority

On the Management's side :

Ex.No.	Date	Description
Ex.M1	-	Proceedings of the Departmental Enquiry
Ex.M2	12-5-2003	Copy of KD receipt No. 2263 for Rs. 50,000 alongwith the reverse side of Dr (ME -01)
Ex.M3	2-8-2005	Copy of letter for loans/ advances against term deposits towards VSL-AADV 9793 for Rs. 40,000 granted to Smt. T. Sulochana against KD receipt No. 2263 in her name (ME-02)
Ex.M4	2-8-2005	Copy of Pronote for Rs. 40000 executed Smt. Sulochana (ME-03)
Ex.M5	2-8-2005	Copy of Credit Slip crediting SB 9793 Smt. T. Sulochana for Rs. 40,000 towards granting of VSL against KD (ME -04)
Ex.M6	2-8-2005	Copy of Credit Slip crediting SB 15905 T. Sulochana being the loan proceedings for VSL for Rs. 40,000 (ME -05)
Ex.M7	-	Copy of Statement given to the Investigation Officer by Sri S. Venugopal, Clerk, Nasiyanur Branch (ME -06)

Ex.M8	5-8-2005	Copy of withdrawal order form pertaining to SB A/c 15905 of Smt. T. Sulochana for Rs. 32,000(ME-07)	towards cash remittance of Rs. 32,000
Ex.M9	9-8-2005	Copy of Statement submitted to the Investigation Officer by Sri A. Altab Hussain (61040), Clerk, Canara Bank Nasiyanur (ME-08)	Ex.M22 2-8-2005 Copy of SB withdrawal order form for Rs. 40,000 pertaining to SB 15905-T. Sulochana (ME-21)
Ex.M10	6-8-2005	Copy of Written Statement submitted by Smt. T. Sulochana to the Manager Canara Bank, Nasiyanur (ME-09)	Ex.M23 12-8-2005 Copy of Investigation Report submitted by the IO Sri K. Palanivelu, LDM., RO, Erode (ME-22)
Ex.M11	9-8-2005	Copy of Written Statement submitted to Investigation Officer by Smt. T. Sulochana (ME-10)	Ex.M24 2-8-2005 Copy of SB paying-in-slip-SB Account No. 16286 Mr. K. Gopalakrishnan (DE-01)
Ex.M12	6-8-2005	Copy of letter addressed to DGM, SSW, CO, Madurai (ME-11)	Ex.M25 2-8-2005 Copy of SB paying-in-slip-SB Account No. 12175 Mr. Palanisamy (DE-02)
Ex.M13	13-8-2005	Copy of suspension proceedings issued to Sri A. Abubakkar Sitheek, Clerk (ME-12)	Ex.M26 2-8-2005 Copy of SB paying-in-slip-SB Account No. 6684 Mrs. Devathall (DE-03)
Ex.M14	18-8-2005	Copy of explanation calling letter from SSW, CO, Madurai Ref: MDUC SSW 1873/05E 113 (i) AMT to Sri A. Abubakkar Sitheek (ME-13)	Ex.M27 3-10-2007 Petition under Section-2A by First Party
Ex.M15	5-8-2005	Copy of Detailed View Transaction in connection with the Cash Credit dated 5-8-2005 for SB 15905 (ME-15)	Ex.M28 16-11-2007 Counter Statement filed by Second Party
Ex.M16	5-8-2005	Copy of Detailed View Transaction with regard to Cash Debit to SB 15905 (ME-15)	Ex.M29 February 2008 Reply to Counter Statement.
Ex.M17		Copy of Statement of Account for the period from 1-2-2005 to 7-8-2005 for SB Account 15905 (ME-16)	नई दिल्ली, 29 मार्च, 2010
Ex.M18	6-8-2005	Copy of letter from Sri A. Abubakkar Sitheek addressed to AGM RO Erode (ME-17)	का.आ. 1067.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबंध में निरदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या एन. जी. पी./69/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।
Ex.M19	9-8-2005	Copy of letter to the Investigation Officer by Sri A. Abubakkar Sitheek (ME-18)	[सं. एल-22012/79/92-आईआर(बी-II)] यू. एस. पाण्डेय, डेस्क अधिकारी
Ex.M20	9-8-2005	Copy of the statement given to IO by Sri M. Lakshmanan Reddy (ME-19)	New Delhi, the 29th March, 2010
Ex.M21	5-8-2005	Copy of Paying-in-slip for SB 15905- Smt. T. Sulochana	S.O. 1067.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. NGP/69/2003) of the Central Government Industrial Tribunal-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 26-3-2010.
			[No. L-22012/79/92-IR (B-II)] U. S. PANDEY, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/69/2003

Date: 10-3-2010

Petitioner/Party No. 1

The Secretary,
All India Bank of Baroda Employees
Union, 542, Dr. Munje Marg,
Congress Nagar, Nagpur (on behalf)
of Shri Ravindra G. Bhagwat)

Versus

Respondent/Party No. 2

The Regional Manager,
Bank of Baroda,
Regional Office,
West High Court Road,
Dharampethi, Nagpur.

AWARD

(Dated : 10th March, 2010)

1. The Central Government after satisfying the existence of dispute between the Secretary, All India Bank of Baroda Employees Union, Nagpur (on behalf of Shri Ravindra G. Bhagwat) (Party No.1) and the Regional Manager, Bank of Baroda, Regional Office, West High Court Road, Dharampeth, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-22012/79/92-IR (B-II) dated 7-8-1992 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule:

2. "Whether the action of the management of terminating the services of Sh. Ravindra Gajanan Bhagwat, Casual Workman, is proper and justified? If not, to what relief is the workman entitled?"

3. It appears that initially the case was referred to the CGIT, Jabalpur and on consequent of establishment of this Tribunal at Nagpur it came to be transferred to this office. After attending the Court for some days, on 9-3-2010 the petitioner Shri Ravindra Gajanan Bhagwat filed a pursis that since they have settled amicably, he does not want to proceed with the case. He has requested to close and permit him to withdraw his reference. Accordingly he is allowed to withdraw the case and the reference is stands as dismissed. I pass this no dispute award.

Date: 10-3-2010

A. N. YADAV, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का. आ. 1068.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 54/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।

[सं. एल-12011/38/2007-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S. O. 1068.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54/2007) of the Central Government Industrial Tribunal -cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 26-03-2010.

[No. L-12011/38/2007-IR(B-I)]

U. S. PANDEY, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 18th March, 2010

Present: A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 54/2007

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Syndicate Bank and their Workmen]

BETWEEN

The General Secretary, : 1st Party/Petitioner
Syndicate Bank Employees Union,
Tamil Nadu State Committee,
K.K. Mundal Building,
No. 8, Ramasamy Street, (Off. Woods Road),
Chennai-600002

Versus

The Dy. General Manager, : 2nd Party/Respondent
Syndicate Bank Regional Office,
LIC Building, 38, Anna Salai,
Chennai-600 002

APPEARENCE

For the 1st Party/Petitioner : M/s Row & Reddy
 For the 2nd Party/Management : M/s T.S. Gopalan & Co.

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12011/38/2007-IR(B-II) dated 18-09-2007 referred the following Industrial Dispute to this Tribunal for adjudication :

The schedule mentioned in that order is :

“Whether the action of the management of Syndicate Bank in dismissing the service of Shri P. Palani, Sub-Staff is legal and justified? If not, to what relief the workman is entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 54/2007 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their claim and Counter Statement as the case may be.

3. The allegations in the claim Statement bereft of unnecessary details are as follows:

The workman Palani entered service under the Respondent/Bank in 1982 at Andaman and is with an unblemished record of service of 14 years. He was suspended on 14-11-1996 and charge sheeted on 29-12-1997. He denied the charges. The suspension was revoked on 29-01-1998 and he rejoined duty at the Regional Inspectorate on 09-02-1998. The charge was that he had stolen a Demand Draft dated 2-11-1996 and encashed the same at Thanjavur branch of City Union Bank for a value of Rs. 1,00,000. There was an enquiry but which was not conducted according to the principles of natural justice or with adequate opportunity to him to defend. Farooq, Special Assistant and N. Rajendran, clerk were in charge of the Demand Drafts and their role was brushed aside. The Sub-Staff cannot have access to the draft. The confession was extracted from him under coercion which though was retracted, finding was rendered against him, and the enquiry is vitiated. Rajendran gave a letter dated 09-11-1996 stating that he would pay the amount if not paid by the Sub-Staff indicating his involvement. Sub-Staff is made a scapegoat. Under report dated 8-7-1998, charge were held proved overlooking his defence brief. He was imposed with the extreme punishment of dismissal on 24-08-1998. The appeal preferred was dismissed on 14-11-1998-confirming the punishment. There is no proof of misconduct by the workman except the forced admission. He is victimized. The action is illegal, arbitrary and unjust. The finding is also illegal and unfair. It was lacking in bonafides and was with a prejudiced mind. City Union Bank confirmed in the enquiry that the workman had not come to the branch for

encashment of the draft but the same was not considered. While in the nature of the transaction a missing Demand Draft can be traced by the end of the day here it could only be found out when it was reported from Thiruchirpalli Branch, the difference in signature. The fairness of the domestic enquiry is to be considered as a Preliminary Issue. Power under Section-11A of the ID Act is to be exercised and he be reinstated with all benefits.

3. In the Counter Statement the contentions raised briefly read as follows:

On 6-11-1996 Thanjavur branch of City Union Bank demanded Rs 1,00,000 from the Thanjavur branch of the Respondent/Bank stating that Demand Draft with No. 705255 dated 02-11-1996 in favour of City Union Bank drawn on Tiruchirapalli branch of the Respondent/Bank has been returned “forged and stolen draft”. An FIR was filed. On 7-11-1996 workman in a letter admitted theft, forging and encashment of Rs. 1,00,000 through his friend Srenivassan on 02-11-1996. The workman deposited Rs. 43,500 on 11-11-1996 and Rs. 56,500 on 13-11-1996 with two letters. In the enquiry, the workman also got himself examined. On 24-8-1998, after due consideration of his representation and personal hearing he was dismissed which was confirmed in appeal order dated 14-11-1998. The dispute is bad by delay, laches and inaction. The workman has no case that confession letter was obtained by coercion. He has not claimed for refund of Rs. 1,00,000 deposited by him. Rajendran is not behind the fraud. He has explained the circumstances under which he agreed to pay the amount if not paid by the workman. The enquiry was conducted according to principles of natural justice and the same is valid. There is no scope to say that the workman did not commit the misconduct. The dismissal is only to be upheld.

4. No oral evidence was adduced on either side. Ex. W1 to Ex. W19 were marked on the side of the petitioner and Exs. M1 to Ex. M17 were marked on the side of the Respondent, both on consent.

5. Points for consideration are :

- (i) Whether the dismissal from service of the workman, Palani, Sub-Staff is legal and justified?
- (ii) To what relief the concern workman is entitled?

Points (i) & (ii)

6. Heard the argument of both side and perused the records and documents. The conduct of the enquiry has been assailed as not fair and as against the principle of natural justice. It is also assailed as being one without giving adequate opportunity to the workman to defend. There is no probability of the workman having had access to the Security Form like Demand Draft, he being a Sub-Staff, it is argued. The enquiry is alleged as vitiated. The

misconduct is not proved except from the confession obtained by threat which is retracted. The enquiry was held in a pre-determined manner. The finding is illegal and unfair. As to whether the enquiry held was fair and proper is to be tried as a Preliminary Issue. The petitioner is made only a scapegoat to protect Cashier and Special Assistant. The action lacks in bonafides. The past record of the workman is unblemished. Even if confession is given, the enquiry is to be held and the misconduct is to be proved by way of legal evidence, the learned counsel for the petitioner further argued.

7. The contra arguments on behalf of the Respondent are that against the action of the dismissal of the workman as early as on 24-8-1998, the ID is raised only in 2006 after 8 years. Though a writ was filed by the workman individually for the action herein taken by the Union, a different person the time cannot be saved to remedy the bar of limitation. The delay has not been explained by the petitioner. The workman has confessed the guilt followed by making good the sum of Rs. 1,00,000 misappropriated. The confession is a voluntary act of the workman not brought about under any coercion or threat. There is no allegation to that effect except in the written arguments which is only an improvement without any edifice in the claim Statement, the pleading. The confession also does not stand retracted by the workman. He has also not sought to get the amount refunded after having had made good the fraudulent amount.

8. The learned counsel for the Respondent invited the attention of this Tribunal to the decision of the Apex Court in KULDIP SINGH Vs. STATE OF PUNJAB AND OTHERS (1996-10-SCC-659) wherein it held that "in departmental enquiry strict rules of evidence act do not apply. The only thing is that evidence must be relevant. How it was obtained is immaterial. It was also held that for acceptable reasons even an enquiry can be dispensed with before coming to a finding as to misconduct in a given disciplinary action though the normal rule is that no delinquent could be punished without holding an enquiry".

9. In another decision of the Apex Court in COMMISSIONER OF POLICE Vs. NARENDRA SINGH (2006-3-LLN-104), it was held that "confession made while in Police Custody is not barred in departmental enquiry. The only thing is that it should be voluntary and shall not be one brought about by force or threat".

10. In this case it is not proved that the confession made by the workman is not voluntary. There is an enquiry held which was also fair and proper in which the workman fully participated. There is nothing wrong with the manner in which it was held as well as the finding arrived at. Therefore the finding as well as the enquiry are only to be upheld.

11. Coming to the punishment, I am of the considered view that the dismissal from service awarded to the

workman is disproportionate to the gravity of the offence considering his unblemished past record as also the fact that immediately after having committed the misconduct under a dictate of his conscience the workman has come forward to admit his guilt and make good the loss by depositing the amount within a few days in quick succession under a strong hope that he could be saved from the capital punishment of dismissal from service as is evident from the testimony of Rajendran, Clerk who made the assurance that in the event of the workman not depositing the amount he would make good the loss for which there can be recovery from his pay on a monthly basis. The fact that the workman committed the misconduct at a spur of the moment due to dire need of a help and the fact that he readily confessed the guilt are to be circumstances which may weigh consideration with the Management favouring him for a lenient treatment in the matter of punishment. The fact that the workman made good the loss after confessing the misconduct under a legitimate expectation of being favoured with a lenient punishment is not to be betrayed with the capital punishment. He deserves some lenient punishment falling short of capital punishment. Therefore, according to me he is to be given compulsory retirement instead of "dismissal". I am fortified in holding so especially for the reason that the present misconduct is only an instance of first lapse from virtue on the part of the workman and the workman has had an unblemished record of past service. Hence the "dismissal order" is set aside and Respondent is directed to award him punishment of Compulsory Retirement with superannuation benefits.

12. The reference is answered accordingly.

(Dictated to the P.A, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th March, 2010)

A. N. JANARADANAN, Presiding Officer

Witness Examined :

For the 1st Party/Petitioner Union : None

For the 2nd Party/Management : None

Documents marked:

On the petitioner's side

Ex.No.	Date	Description
Ex.W1	14-11-1996	Suspension Order
Ex.W2	29-12-1997	Charge Sheet
Ex.W3	20-01-1998	Explanation submitted by workman
Ex.W4	29-01-1998	Order appointing Enquiry Officer
Ex.W5	12-03-1998	Enquiry proceedings
Ex.W6	13-03-1998	Enquiry proceedings
Ex.W7	14-03-1998	Enquiry proceedings
Ex.W8	16-03-1998	Enquiry proceedings

Ex.W9 07-11-1998 Letter given by P. Palani
 Ex.W10 07-11-1996 Letter given by P. Palani
 Ex.W11 11-11-1996 Letter given by P. Palani
 Ex.W12 13-11-1996 Letter given by P. Palani
 Ex.W13 11-11-1996 Voucher
 Ex.W14 13-11-1996 Voucher
 Ex.W15 08-07-1996 Enquiry Report
 Ex.W16 11-8-1998 Letter calling for Personal hearing
 Ex.W17 17-8-1998 Proceedings of the Personal hearing
 Ex.W18 24-8-1998 Penalty order issued by Disciplinary Authority
 Ex.W19 14-11-1998 Appellate order rejecting the appeal

On the Management's side

Ex.No.	Date	Description
Ex.M1	-	Folio No.85 of Thanjavur Branch
Ex.M2	-	Folio No. B-50 Stock Register
Ex.M3	02-11-1996	DD for Rs.100,000/- favouring city Union Bank
Ex.M4	05-11-1996	Return Memo
Ex.M5	06-11-1996	Letter by City Union Bank to the Thanjavur Branch of the Respondent
Ex.M6	-	Pay Oder details issued to City Union Bank
Ex.M7	27-11-1996	Credit Slip details for Rs. 1,00,000 persented by City Union Bank
Ex.M8	-	Copy of Attendance Register of Thanjavur Branch for Sept. 1996 and Nov. 1996
Ex.M9	27-11-1996	Pay order for Rs. 1,00,000 issued to City Union Bank
Ex.M10	10-09-1996	Extract of DD issue Registered pertaining Thanjavur Branch of Respondent
Ex.M11	11-09-1996	Extract of DD issue Registered pertaining Thanjavur Branch of Respondent
Ex.M12	09-11-1996	Letter from N. Rajenderan, clerk to the Respondent Branch at Thanjavur
Ex.M13	02-11-1996	DG 88 Counterfoil for Rs. 1,00,000
Ex.M14	02-11-1996	Voucher No.0211241 pertaining to City Union Bank
Ex.M15	11-11-1996	Counterfoil of OG 73 in respect of cash remittance of Rs 43,500 by the petitioner

Ex.M16 13-11-1996 Counterfoil of OG 73 PS in respect of cash remittance of Rs 56,500 by the petitioner

Ex.M17 04-01-2007 Respondent's reply to Assistant Commissioner of Labour (Central)

नई दिल्ली, 29 मार्च, 2010

का. आ. 1069.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 42/09) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।

[सं. एल-12012/104/96-आई और(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S. O. 1069.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.42/09) of the Central Government Industrial Tribunal -cum-Labour Court -I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of India and their workman, which was received by the Central Government on 26-03-2010.

[No. L-12012/104/96-IR(B-II)]

U.S. PANDEY, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. I, KARKARDOOMA COURTS
COMPLEX DELHI**

CASE NO. I.D 42/09

Shri Sanjay Pal,
Sanjay Bhawan, Near Popular Bread Factory,
Apaganj, Lakshar, Gwalior

... Workman

Versus

The Chairman-cum-Managing Director,
Bank of India, Head Office,
Express Tower, Nariman Point,
Mumbai.

... Management

AWARD

Sanjay Pal was engaged as a sweeper-cum-sepoy on 17-5-1991 on casual basis by Bank of India at its Regional Office, Gwalior, Madhya Pradesh. He worked there for some period. Thereafter his services were disengaged. He raised an industrial dispute. When conciliation proceedings failed, the appropriate Government referred the dispute to the Central Government Industrial Tribunal, Jabalpur, vide order No. L-12012/104/96-IR(B-II), New Delhi dated 15-6-1997, with following terms:-

“Whether the action of the management of Bank of India in terminating the service of Shri Sanjay Pal w.e.f. 17-6-93 is legal and justified? If not, to what relief the workman is entitled and from what date?”

2. Vide Order No. L-12012/104/96-IR(B-II) New Delhi, dated 5-10-99, the appropriate Government transferred that dispute to this Tribunal for adjudication, either de novo or from the stage at which it was on the date of transfer.

3. Claim statement was filed by Shri Sanjay Pal pleading there in that service conditions of bank employees are governed by awards of Industrial Tribunal popularly known as Sastry Award, Desai Award and Bipartite Settlements, arrived at between the Indian Bank Association and Association of the workmen, representing employees of the “banking industry”. He was employed as sweeper-cum-sepoy by Bank of India at its Regional Office, Gwalior, on 17-5-91. He was appointed against a permanent vacancy. He was working four hours a day and was entitled to payment of 3/4 th of the scale wages, while he was paid @ 54.68 per day. He served the bank till 16-6-1993 without any break. His services were abruptly terminated on 17-6-1993, without following the procedure laid in awards/ bipartite settlements. He had put in 240 days continuous service in each calendar year, as contemplated by Section 25(B) of the Industrial Disputes Act, 1947 (in short the Act). No notice or pay in lieu thereof was given to him, besides retrenchment compensation. Non compliance of the provisions of Section 25-F of the Act vitiates action of the management bank. After termination of his services Bhola Ram was given appointment in his place. Management Bank did not follow the provisions of Section 25-G and H of the Act. He claims reinstatement of his services in the bank with continuity and full back wages.

4. Management demurred his claim pleading that Sanjay Pal was never appointed by the bank against any clear vacancy. Recruitment rules are there for making appointment in the services of the bank. However, Regional Manager can engage any person purely on temporary basis, depending upon exigency of business, like absence of regular staff or additional work of casual nature. His engagement was not in consonance with the recruitment rules. Sanjay Pal had not rendered 240 days continuous service in any calendar years. Provisions of Section 25-F,

25-G and 25-H of the Act were not applicable to him. He was not governed by the provision of Sastry/Desai Award. He is not entitled to any relief. His claim statement is liable to be rejected.

5. Sanjay Pal has examined himself as well as Laxman Dass Aggarwal in support of his claim, Shri P.D. Sukhani was examined on behalf of the management. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri V.K.Jha, authorized representative, advanced arguments on behalf of the workman. Shri Rajat Arora, authorised representative, raised his submission on behalf of the management. Written submissions were also filed on behalf of the workman. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

7. Sanjay Pal swears in his affidavit that he joined as sweeper in Regional Office, Gwalior, Bank of India, on 17-5-1991. He served there till 16-6-1993. His services were disengaged on 17-6-1993 in an illegal manner. No written order was served upon him at that time. No notice or pay in lieu thereof was given. No retrenchment compensation was paid to him. He was appointed against a permanent post. He is a professional, as categorized in para 508 of Sastry Award. He was entitled for regularization of his services on rendering six months service as per provisions of para 495 of the Sastry Award. During the course of his cross-examination he admits that no appointment letter was issued to him by the bank. His name was not sponsored by the employment exchange. Neither he took written test nor faced an interview for his appointment. His name was recorded in attendance register at the time of his appointment.

8. Shri Laxman Dass Aggarwal swears that he was working as Deputy Administrative Officer in Regional Office, Gwalior, Bank of India, from December, 90 till May, 1992. Shri Pal was working in the Regional Office, Bank of India, since 17-5-91. Till May, 1992, he rendered more than 240 days continuous service. He concedes that no appointment letter was issued to Shri Pal when his services were engaged on 17-5-91. He was engaged in a casual capacity.

9. Shri P.D. Sukhani deposed that Shri Pal was engaged on casual basis at Regional office, Gwalior, as per exigencies. Deputy Chief Officer (Personnel), posted at Regional Office of the bank used to engaged employees on casual basis. He projects that for recruitment in sub staff cadre, names of the candidates are being called from the employment exchange. On receipt of names of the candidates, interview is taken. Name of Shri Sanjay Pal was not sponsored by the employment exchange. He was never interviewed, when he was engaged on casual basis. As on date, there is no Regional Office of the bank at Gwalior.

10. Whether relationship of employer and employee existed between the parties? For an answer to this proposition, it is to be appreciated as to how a contract of service is entered into. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

11. As testified by Shri Sanjay Pal and Laxman Dass Aggarwal, Shri Pal was engaged in Regional Office, Gwalior, Bank of India on 17-5-1991. He worked there till 16-6-1993. Shri P.D. Sukhani concedes that services of Shri Sanjay Pal were utilized. However, he projects that his services were taken as and when a regular employee used to be on leave. He admits that there was no permanent sweeper engaged in the Regional Office when it was opened at Gwalior. Therefore, out of facts projected by Shri Pal and Laxman Dass Aggarwal and those admitted by Shri P.D. Sukhani it emerges over the record that Sanjay Pal was engaged on 17-5-1991. His services were dispensed with on 17-6-93. Therefore, out of facts projected by the workman, Laxman Dass Aggarwal and P.D. Sukhani it is concluded that Shri Pal was engaged by the Regional Office of the bank on 17-5-1991. Relationship of employer and employee between him and the management bank existed. It also emerges over the record that he rendered his service with the management bank till 17-6-93.

12. "Continuous Service" has been defined by Section 25 B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two periods viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service". Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service for that period under an

employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In *Vijay Kumar Majoo* (1968 Lab. I.C. 1180) it was held that one year's period contemplated by sub-section (2) furnishes a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous services for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act.

13. An enquiry has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calendar months, immediately preceding the date of his disengagement. As detailed above services of Shri Pal were dispensed with on 17-6-93. He had rendered more than 240 days continuous service with the management, if reckoned from 17-6-93 to 18-6-1992, in twelve preceeding months from the date which his services were disengaged. Shri Pal had deposed that he had rendered more than 240 days service 17-5-91 to 16-5-92 which testimony remained unassailed. Thus it is evident that Shri Pal has rendered more than two years continuous service with the management, in two calendar years within the meaning of Section 25-B of the Act. It has not been projected by management that workman sought voluntary retirement from service or he reached the age of superannuation and was made to retire. It was not the case that his services came to an end on non renewal of his contract of employment. His services were not done away on the ground of his continued ill health. Consequently termination of his service amounts to retrenchment within the meaning of Section 2 (oo) of the Act.

14. Workman projects that his services were dispensed with abruptly on 17-6-93. Management nowhere presents that notice or pay in lieu thereof was given to workman while terminating his services. Retrenchment compensation was not paid to him. The management was under an obligation to pay him compensation for retrenchment and the time of retrenchment. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in *Bombay Union of Journalist case* (1964(1)LLJ 351), *Adaishwar Laal* (1970 Lab. I.C. 936) *B.M. Gupta* (1979(1)LLJ 168) announce that subsequent payment of compensation can not validate an invalid order of retrenchment. As retrenchment compensation was not paid to workman, consequently action of the management falls within the mischief of Section 25-F of the Act.

15. Services of the workman were retrenched without payment of notice pay, and retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal is to award reinstatement. But where a case falls in any of the exception to general

rule, the industrial adjudicator has discretion to award reasonable and adequate compensation, in lieu of reinstatement. Section 11A of the Act vests the industrial adjudicator with discretionary jurisdiction to give "such other relief to the workman" where for some valid reason he considers that reinstatement with or without conditions will not be fair or proper. As deposed by the workman, he joined service of the management on 17-5-91. He served the management till 17-6-93. As on today Regional Office of the bank is not located at Gwalior. Hence it is not a case where reinstatement of Shri Pal can be ordered. Even otherwise, services of Shri Pal were engaged in violation of recruitment rules.

16. In *Uma Devi (2006(4)SCC 1)* the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decision over the subject were considered and the court declined the submissions of the workmen to be made permanent on the post which was held by them in temporary or adhoc capacity for a fairly long spell. The court ruled thus:

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the state making regular and proper recruitments and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent—the distinction between regularization and making permanent, was not emphasized here can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh (1992(4)SCC 118)* is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

17. Taking note of some of recent decision, the Apex Court held that the State does not enjoy a power to make appointments in terms of Article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela (2006(2)SCC 482)* with approval, wherein it was ruled thus.

"The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted

committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting application from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution".

18. In *P. Chandra Shekhara Rao and Others (2006 7 SCC 488)* the Apex Court referred *Uma Devi's* case (supra) with approval. It also relied the decision in *Uma Rani (2004 7 SCC 112)* and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In *Somveer Singh (2006 5 SCC 493)* the Apex Court ruled that appointment made without following due procedure cannot be regularized. In view of law laid down above services of Shri Pal cannot be ordered to be reinstated, since it would amount to a back door entry.

19. There is other fact of the coin. The Govt. of India issued an approach paper on 16-8-90, laying down guidelines for all public sector banks, in the matter of recruitment as well as absorption of temporary employees. Guidelines laid in the approach paper is not a matter of dispute. It has been laid in clause (a) of paragraph (6) of the approach paper that the case to temporary employees who have put in not less than 240 days of temporary service in 12 consecutive months and who are entitled to the benefits of Section 25F of the I.D. Act, may be decided by entering into a settlement with the representative union. It may be pointed out that in order to have a binding effect of the settlement on the other parties, who are not parties to the settlement, it will be necessary that the settlement should be arrived at in the course of the conciliation proceedings. The terms of settlement can be initiated by the management of each bank with its representative union during the conciliation proceedings and may be given effect to in terms of the provisions of the Act.

20. Modalities regarding test and or interview etc. for absorption of temporary employees in subordinate cadre was left to be finalized by the individual banks in their own discretions, keeping in view the main criteria proposed in the approach paper. It was further pointed out therein that eligibility or ineligibility of a candidate would be considered only on the date he was first engaged as temporary employee. Only temporary employees who had put in

minimum temporary service of 90 days or more after cut off date, that is, 1-1-82 would only be eligible for consideration under the scheme. The vacancies for absorbing the temporary employees who were to be finally approved, were to be identified by the management within the norms prescribed by the Ministry of Finance and the test/interview was to be conducted for filling up the vacancies allotted for a particular cadre in the year in which test/interview was being conducted. The above recruitments were to be subject to statutory requirements regarding reservation for SC/ST, physically handicapped and ex serviceman. The aforesaid approach paper provide one time measure to be adopted by all public sector banks to regularize the services of temporary employees.

21. As detailed above, approach paper provides one time measure for absorption of temporary employees. Approach paper was issued on 16th August, 1990 and laid guidelines for absorption of employees, who were working the "banking industry" in temporary capacity since 1-1-1982. The claimant has not served the bank in any capacity prior to 16-8-1990. He was engaged on 17-05-1991. Therefore, he does not fall within the ambit of the guidelines laid in the approach paper, referred above.

22. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizen in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointment (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

23. Fundamental rights guaranteed by Article 14 for bids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the government must be allowed a wide latitude of discretion and judgment. In a way, the

consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes person or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

24. Concept of equality guaranteed by article 16 of the constitution is something more than formal equality and enables the under privileged groups to have a fair share by having more than equal chance and enables the state to give favoured treatment to those groups by achieving real equality with reference to social needs 'Protection discrimination' enabled the state to adopt new strategy to bring underprivileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. These cannot be rule of equality between members of separate and independent group of person. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time. Therefore classification based on experience, in relation to time for which personal drivers employed by the officers of the bank had served, has reasonable differentia.

25. The management bank is State within the meaning of Article 12 of the constitution. It has power to make classification and categorisation in the matter of absorption of temporary employees. On the strength of approach paper, referred above, classification of temporary employees for the purpose of their absorption in the services of the management bank, was based on time of their engagement. Employees engaged after 1-1-1982 and prior to 16-8-90 were on different and distinct footing than the claimant, who was engaged on 17-05-91. Therefore classification of temporary employees made by the bank was based on intelligible differentia. The claimant was not in that bracket and can not plead any discrimination. He is not covered in the category of temporary employees, whose cases were to be considered for absorption in the light of the approach paper, referred above.

26. When services of Shri Pal can not be ordered to be reinstated, he is entitled to compensation for illegal retrenchment of his services. What compensation is to be awarded? No definite yardstick for measuring quantum of compensation is available. In S.S.Shetty (1957 (11) LLJ 696) the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

"The Industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future. In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct an estimate as is possible bearing, of course in mind all the relevant factors pro and con".

27. A Divisional Bench of the Patna High Court in, B. Choudhary vs. Presiding Officer, Labour Court, Jamshedpur (1983) Lab.I.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to *Tabesh Process, Shivakashi* (1989 Lab.I.C.1887).

28. In *Assam Oil Co. Ltd.* (1960 (1) LLJ 587) the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant to pay a substantial sum as compensation to her". In *Utkal Machinery Ltd.* (1966 (1) LLJ 398) the amount of compensation equivalent to two year salary of the employee awarded by the industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary

of the employee in view of the fact, that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In *A.K. Roy* (1970 (1) LLJ 228) compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In *Anil Kumar Chakarabarty* (1962(11) LLJ 483) the Court converted the award of reinstatement into compensation of a sum of Rs.50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In *O.P. Bhandari* (1986 (11) LLJ 509) the Apex Court observed that it was 'a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In *M.K. Aggarwal* (1988 Lab.I.C.380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In *Yashveer Singh* (1993 Lab.I.C.44) the court directed payment of Rs.75000 in view of reinstatement with back wages. In *Naval Kishore* (1984 (11) LLJ 473) the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs.2 lac was awarded as compensation in lieu of reinstatement. In *Sant Raj* (1985 (11) LLJ 19) a sum of Rs.2 lac was awarded as compensation in lieu of reinstatement. In *Chandu Lal* (1985 Lab.I.C.1225) a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In *Ras Bihari* (1988 Lab.I.C.107) a compensation of Rs.65000/- was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In *V.V. Rao* (1991 Lab.I.C.1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

29. *Shri Pal* served the bank for two consecutive years. His engagement was in violation of rules. Regional office of the bank has been shifted from Gwalior. Consideration these factors, besides others, I am of the view that a compensation of Rs.25,000 in lieu of reinstatement of the claimant would meet the ends of justice. He has to fight for more than 12 years. Therefore the management shall also pay a sum of Rs. 5000 to the claimant, towards the cost of litigation. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated 12-02-2010

DR. R. K. YADAV, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का. आ. 1070.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 36/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।

[सं. एल-12012/36/2002-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S. O. 1070.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.36/2002) of the Central Government Industrial Tribunal -cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between Employers in relation to the management of Union Bank of India, and their workman, which was received by the Central Government on 26-03-2010.

[No. L-12012/36/2002-IR(B-II)]

U.S. PANDEY, Desk Officer

ANNEXURE

**BEFORE SRI RAM PARKASH, HJS
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
KANPUR**

Industrial Dispute No. 36/2002

Between

Shri Rakesh Kumar, son of Sri Om Parkash,
Resident of C-19 Nanak Nagar,
Behind Dal Mill
Mathura.

And

The Branch Manager,
Union Bank of India,
SSB Holigate, Mathura.

AWARD

1. Central Government, MOL, New Delhi has, vide reference order no. L-12012/36/2002 (IR(B-II)) dated 28-6-02 has referred the following dispute for adjudication to this tribunal-

2. Whether the action of the management of Union Bank of India in terminating the services of Sri Rakesh Kumar w.c.f. 7-1-2000 is legal and justified? If not what relief is he entitled to?

3. Brief facts are that the applicant claimant Sri Rakesh Kumar has filed his claim statement making a prayer that the order of termination with effect from 7-1-2000 is illegal and he should be reinstated and the consequential benefits be provided to him. It is alleged that he was appointed on 24-4-97 on the post of water boy cum peon by opposite party that is Branch Manager of Union Bank of India and he continued to work till 6-1-2000. He was being paid at the

rate of Rs. 40/- per day and he continuously worked till 6-1-2000. When he asked from the management that all the work of a peon is being taken from him then he should be paid salary of class IV peon. On this the management became annoyed and his services were terminated on 7-1-2000, with immediate effect without following the provisions of Section 25F and 25N of the Industrial Disputes Act, 1947. He also sent a notice dated 10-1-2000 but no reply was made. Then he moved before the ALC Kanpur and from where this reference was made.

4. Opposite party has filed written statement and they have contradicted the aversions made by the claimant. It is stated that the statement of claim of the claimant is false.

He was never appointed or recruited at any point of time by the branch manager or any other authority of the bank. Union Bank of India being Government of India Undertaking cannot go for recruitment without following prescribed laid down procedure. The branch manager of any branch is not competent to make recruitment. It is also stated that assuming and not admitting as alleged by the claimant that he was engaged as casual labour for casual work, it does not cast any right on such a person for permanent absorption or appointment in the service of the bank. If at he was engaged through not admittedly for doing any menial sundry job at the branch occasionally who was otherwise not competent to make recruitment. Even then Sri Rakesh does not become eligible for regular service. He is not entitled to any relief in the matter in view of the judgment of Hon'ble Supreme Court in between Himanshu Kumar Vidarthi and another versus State of Bihar and Other[(SPLC) 7957/1196 dated 26-3-97] wherein it has been made very clear that disengagement of the services of a temporary employees on daily wages cannot be construed as retrenchment under Section 25F of the Act. Therefore they have prayed that the claim of the claimant be rejected.

5. Applicant claimant has filed certain documents vide list 2/7 dated 27-7-02. These documents, are photocopies of affidavit and alleged payment vouchers and a copy of notice and a copy of A.D.

6. Claimant has adduced himself in evidence as W.W.1. No evidence has been given by the opposite party.

7. I have gone through the facts evidence and perused the record thoroughly and heard the parties at length. My findings are :

8. Claimant has alleged in his claim statement that he was being paid regularly at the rate of Rs.40/- per day with effect from 24-4-97 to 6-1-2000 and he was being paid through payment vouchers. He has filed photocopies of vouchers which are ranging from paper 2/9 — 2/72.

9. I have gone through the oral as well as documentary evidence and considered whether I can take

the cognizance and can gather any substantive material from these photocopies. Claimant has not referred anything in his claim statement how did he get all these photocopies and where are the original of these photocopies. Even he did not alleged that the originals are in the law full custody of the opposite party. He did not ask to summon the original records if it had been in the custody of the opposite party though these documents as mentioned in the pleadings simply saying that the papers are filed from serial no.1 to 64. Unless these documents are proved as a secondary evidence or otherwise, cognizance cannot be taken. In the chief somewhere he stated that he used to get Rs.1500/- per month again said that he was being paid as a daily wager. In the cross he stated that he was appointed by the then branch Manager Sri S P. Taneja, but this fact is not in the pleading. Sri Taneja was also not produced to corroborate his statement. He stated that he himself went to the branch and the manager appointed him. He stated that his presence was not marked in the bank, but signature was used to be taken on vouchers but these vouchers have not been proved or summoned by the claimant.

10. On behalf of the claimant reliance has been placed upon a decision 2010 (1) SCC (L&S) Director Fisheries Terminal Department versus Bhikhubhai Meghabhai Chavda. I have gone through the principle laid down by Hon'ble Apex Court respectfully. Opposite party has mentioned two rulings in their written statement. One is of Himanshu Kumar Vidyarthi as referred above and another is Municipal Corporation Vilaspur and others versus Vir Singh and others (CA/04/95) of Hon'ble Supreme Court.

11. Considering all the facts and circumstances it has to be seen whether the claimant has been able to prove that he worked in the opposite party department for 240 days or more in a calendar year preceding the date of his termination.

12. As has been held and laid down by the Hon'ble Apex Court in a number cases that initial burden lies on the shoulder of workman to prove that he had worked for 240 days continuously. If he had been able to prove prima facie then the burden may be shifted to the opposite party. But in the present case considering the evidence the evidence filed by the claimant it is difficult to gather and take cognizance from these photocopies of vouchers. Most of vouchers are illegible. No evidence has been given that these vouchers are related with the claimant. Copy of notice has been filed but it is without the signature of the claimant and it is a photocopy and not original. Copy of registered AD is also filed and original is not filed which is in the custody of the claimant.

13. Therefore considering all the facts evidence and circumstances of the case and the principle laid down by the Hon'ble Apex Court and after hearing the parties I am of the view that the claimant has not been able to prove his case, therefor reference is decided against the claimant

and in favour of the opposite party management holding that the action of the management as referred to in the reference is neither illegal nor unjustified.

Date: 10-03-10

RAM PARKASH, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का. आ. 1071.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, नई दिल्ली के पंचाट (संदर्भ संख्या 70/1984) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।

[सं. एल-12012/81/84-आई आर बी II/(डी-II ए)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S. O. 1071.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 70/84) of the Central Government Industrial Tribunal-cum-Labour Court -I New Delhi now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Syndicate Bank, and their workman, which was received by the Central Government on 26-03-2010.

[No. L-12012/81/84-IR BII/(D-II A)]

U.S. PANDEY, Desk Officer

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. I, NEW
DELHI, KARKARDOOMA COURT COMPLEX,
DELHI**

I.D No. 70/84

The State Vice President,
U.P. Bank Employees Union,
3/910, Lekhraj Nagar, Aligarh.

... Workman

Versus

The Deputy General Manager,
Syndicate Bank,
Sarojini House,
Bhagwan Dass Road,
New Delhi.

... Management

AWARD

Award dated 27-1-87, passed by this Tribunal, was set aside by High Court of Delhi vide order dated 24-7-2007

and the matter was remitted back to this Tribunal for adjudication afresh. Hence parties were summoned. They opted not to adduce any fresh evidence and raised their respective submissions over the matter. For adjudicatory process facts gain importance.

2. As borne out of the record, Suresh Chaturvedi was appointed as Adarsh Agent by Mathura Main branch of Syndicate Bank w.e.f. 13th of March, 1976. He was under an obligation to collect deposits from customers of the bank for which services bank used to remunerate him by way of commission on deposits mobilized by him. His services were terminated by the bank on 3rd of December, 1981. He raised an industrial dispute before the Conciliation Officer. Since conciliation proceeding failed the matter was referred to this Tribunal by the appropriate Government, vide order No.L-12012/81/84-D.II.A dated 26th October, 1984, for adjudication with following terms:-

“Whether the action of the management of Syndicate Bank, New Delhi, in relation to their Mathura Main Branch in terminating the services of Shri Suresh Chaturvedi, Adarsh Agent, with effect from 3-12-81 is justified? If not, to what relief is the workman concerned entitled?”

3. Claim statement was filed by Shri Chaturvedi pleading therein that he was appointed as Adarsh Agent by the Management at its Mathura Main branch w.e.f. 13-3-76. An agreement to this effect was executed between him and the management. He was to receive wages as commission on deposits procured by him. He mobilized the customers who started making lump sum deposits. With a view to deprive him of his legitimate wages by way of commission on such lump sum deposits, the management wanted to force an agreement on him, with a view to deny his commission. He resisted that act of the management, which fact proved to be red rag to the bull. The Branch Manager refused to issue him cards for collection of deposits without any reason. This amounted to termination of his service. His services were terminated on 3-12-81. He claims reinstatement in service with full back wages and other benefits available to clerical cadre in the bank.

4. Contest was given to his petition by the management, pleading that he was not an employee of the bank. There were relationship of principal and agent between the bank and the workman, Suresh Chaturvedi. He was not on rolls of the bank. He was not in receipt of pay/ remuneration as per terms of the service conditions, applicable to other employees of the bank. He was also not amenable to any disciplinary action. In such a situation there exist no relationship of master and servant between the parties. Industrial Disputes Act 1947 (in short the Act) does not apply to the person who are engaged for sale promotion. The Sales Promotor Employees (Condition of Service) Act 1976 spells out in clear terms as to who are the sales promotion employees, coming within the purview of

the said Act. Since Suresh Chaturvedi was not a workman within the meaning of clause (s) of Section 2 of the Act, the reference is not competent. It was pleaded that he was engaged to mobilize funds for the Bank under “Adarsh Deposit Scheme”. He was to approach the customers at their door step and to collect their small deposits. His services were compensated by paying commission on deposits collected by him. He was not required to collect lump sum deposits. Since he started collecting lump sum amounts, he was required to execute a fresh agreement, refraining him from such activities. In process of his duties, cards were issued to him on Mondays, which he was required to deposit on Saturday. Cards issued on Mondays were to be utilized during the week and the workman was required to return those cards at the week end. He failed to return the cards ending on 20-7-81 and 27-7-81 on due dates, hence bank opted not to issue cards due for the next week. Since he failed to perform the contract, as entered into between him and the bank, the bank had no alternative but to refrain him from collecting further funds from the public. When Suresh Chaturvedi failed to perform terms of the agreement, his contract of agency was put to an end. Since his agreement came to an end, there was no question of terminating his services. It has been claimed that he is not entitled to reinstatement with full back wages and other benefits, available to an employee of clerical cadre of the bank.

5. In rejoinder workman projected that the Sales Promotion Employees (Condition of Service) Act, 1976 is not applicable to him. Depositors chose to give a substantial amount of deposit after periodical intervals, he had no option but to accept it. He was not required to execute any fresh agreement, which would have denied him commission on lump sum deposits made by the depositors. He reiterated his stand in the claim statement.

6. After perusal of the pleading of the parties, following issues, were settled:

1. Whether the applicant is a workman?
2. As per terms of reference?

7. Suresh Chaturvedi tendered his affidavit in his evidence. He was cross examined on behalf of the Management. Management opted not to produce any evidence in the case.

8. Arguments were heard at the bar. Shri Harish Sharma, Authorized Representative, raised his submissions on behalf of the workman. Shri Rajesh Mahendru, Authorised Representative, presented his point of view on behalf of the Management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

ISSUE NO 1.

9. Shri Chaturvedi swears in his affidavit that the management introduced a scheme known as Adarsh Deposit Scheme to enable weaker section of the society to make deposits. For this scheme management employed him as an Adarsh Agent. He had to go from door to door every day and enroll customers by inducing them to make deposits according to their capacity, and to collect deposits from depositors enrolled earlier. In that scheme a customer can deposit amounts according to his capacity every day or according to his convenience on any day. Deposits collected by Adarsh Agent were later on deposited by him in the bank and he had to maintain full account of such deposits. No fixed wages or pay was laid down by the management for Adarsh Agent. The mode of computation of wages payable to Adarsh Agent was commission on deposits procured by him.

10. He submitted an application for appointment as Adarsh Agent and as such he was appointment w.e.f. 13-3-76. He executed an agreement with the management in that regard. He furnished security of Rs. 500 with two sureties of Rs. 2000 each. The wages payable to him were computed every month as commission on deposits procured by him. He was given Account Opening Cards and forms by the management, besides publicity material. He had to go door to door to enroll depositors. While enrolling the depositors he had to fill in Account Opening Cards and forms duly signed by the depositors. He had to accept initial deposit of the amount by which the depositor has opened the account, and prepare depositor Weekly Collection Card by entering the amount of deposit therein and to deposit money so procured in the bank. He had to report at 10 O'clock in the bank and to do ledger posting of new depositors enrolled on previous day and give them their account number. He has to fill cash book known as B-6, making entries of the cash collected in previous day. Entries in cash book were to be tallied with weekly collection cards of each depositor. He had to fill deposit slip and deposit the amount with Cashier of the Bank, which was collected by him on the previous day. This slip was to be counter signed by the Officer of the bank. He had to obtain certificate from each depositor that the amount shown to their credit was correct. From time to time bank used to issue forms for obtaining confirmation from each depositor regarding total amount deposited by him which stands to his credit. He had to fill these forms for each depositor enrolled by him and to obtain their signatures in token of correctness of the balance. His work was supervised by Officer of the bank, whose instructions he has to follow.

11. In July, 1981, a depositor of Adarsh Deposit Scheme made deposit of a large sum of Rs. 8900. In order to deprive him his legitimate wages as commission on such large lump sum, management pressurised him to execute a

fresh agreement, agreeing to forego commission on such lump sum deposits. In last week of July he attended the bank to discharge his duties, at that juncture he was asked to execute such agreement by the Branch Manager which request was declined by him. Thereafter Branch Manager refused him to issue fresh Weekly Collection Cards and other material in order to stop him from discharging his duties. On 27-7-81 he returned used Account Opening Cards, Weekly Collection Cards and requested Branch Manager to issue fresh Cards. On that day he had 20 or so Weekly Collection Cards and number of Account Opening Cards with him. He went on discharging his duties of collection of deposits from the depositor opening accounts and duly deposited the amount so collected in the bank. After 27th July 81, he was not issued any cash book for making entries of the deposits collected by him on previous day. Therefore, he made deposits of the amounts so collected from the depositor through pay in slip in their accounts. He made deposit in various accounts in August, September, November and December. He made representation on 24-8-81, 26-8-81, 31-8-81, 7-9-81 and 11-9-81 but to no avail. His wages for the month of August, 81 were not paid. To harass him, a sum of Rs. 276 was illegally deducted out of his saving bank account No. 1837, in which bank used to deposit his wages. On 19-11-81, Branch Manager refused to accept the amount of deposits collected by him against which he submitted representation dated 19-11-81, 27-11-81 and 2-12-81. The Branch Manager stopped him from working from 3-12-81. No notice or wages in lieu of notice or compensation was paid to him.

12. Factum of employing Shri Chaturvedi as an Adarsh Agent by the bank did not come under dispute. It was also not disputed that he worked as an Adarsh Agent with the bank till 3-12-81. It was also not a matter of dispute that fresh Weekly Collection Card, Account Opening Cards, besides Cash Book were not issued to him in order to enable him to discharge his functions. The thrust of the contention raised by Management was that as an Adarsh Agent, Chaturvedi was not an employee of the bank. Therefore, the controversy between the parties has reached a narrow compass. In order to ascertain a contract of service, this Tribunal has to assess (1) master's power of selection of his servant (2) payment of wages or other remuneration (3) master's right to control method of doing work, and (4) master's right of suspension or dismissal. Master's right of superintendence and control of method of doing work is critical test.

13. It is not a matter of dispute that the bank had a right to select an Adarsh Agent. His wages were being paid by way of commission on deposits mobilized by him. A contention was raised by the management that payment of wages by way of commission is violative of the provision of clause (ii) of sub section (1) of Section 10 of the Banks Regulation Act, 1949. Provisions of Section 10 of the said Act needs consideration, which is reproduced thus :

"10. Prohibition of employment of managing agents and restrictions on certain forms of employment- (I) No banking company—

- (a) shall employ or be managed by managing agent; or
- (b) shall employ or continue the employment of any person.
 - (i) who is, or at any time has been adjudicated insolvent, or has suspended payment or has compounded with his creditors, or who is, or has been, convicted by a Criminal Court of an offence involving moral turpitude; or
 - (ii) whose remuneration or part of whose remuneration takes the form of commission or of a share in the profits of the company;

Provided that nothing contained in this sub-clause shall apply to the payment by a banking company of—

- (a) any bonus, in pursuance of a settlement or award arrived at or made under any law relating to industrial disputes or in accordance with any scheme framed by such banking company or in accordance with the usual practice prevailing in banking business;
- (b) any commission to any broker (including guarantee broker), cashier-contractor, clearing and forwarding agent, auctioneer or any other person, employed by the banking company under a contract otherwise than as a regular member of the staff of the company; or

14. As is evident from the case projected by the workman, he was paid by way of commission, on deposits collected by him. Contention was advanced by the management that since claimant was paid by way of commission, his employment was contrary to the provision of clause (ii) of sub-section (I) of Section 10 of the said Act. Wages, as defined in clause (rr) of Section 2 of the Act takes with its encompass any commission payable on promotion of sales or business or both. Therefore, definition of the wage includes commission payable on promotion of the sales or business or both. In such a situation it is emerging over the record that a person can receive his wages by way of commission, under the provisions of the Act. Though the provisions of clause (ii) of sub-section (I) of Section 10 of Banking Regulation Act 1949 prohibits employment of a person who is to be paid by way of commission, while proviso (b) permits payment of commission under a contract to a person who was not a

regular member of the staff. Consequently it is emerging that a person who is not a regular member of the bank can be paid by way of commission. Under these circumstances it is emerging over the record that payment to Shri Chaturvedi by way of commission by the management bank would not create an obstacle before him. He can claim payment by way of commission as his wages under clause (rr) of Section 2 of the Act. Contentions of the management, therefore, are unfounded in that regard.

15. Whether the bank had a right to control the manner of doing work and superintendence and control over the work of Chaturvedi? To answer that proposition one has to scan the facts testified by Chaturvedi. He presents that accounts Opening Cards, forms and Weekly Collection Cards were entrusted to him. He used to go to door to door to enroll depositor, fill in their Account Opening Cards and to accept initial deposits of the amount by which the depositor has opened the account. He has to prepare depositors Weekly Collection Card by entering the amount of deposits there in. He had to reach the bank and post the amount of new depositor enrolled on previous date in the ledger and give them their Account Number. He has to fill Cash Book known as b-6, by making entries of the cash collected by him on the previous day. Those entries were to be tallied with Weekly Collection Cards of each depositors from whom the amount was collected on the previous day. He has to fill in deposit slips and deposit the amount with the Cashier, which was collected by him on the previous day. This slip was to be counter signed by the Officer of the bank. From time to time he used to issue forms for obtaining confirmation from each depositor of the amount which stands to his credit. These acts were supervised by the bank. From these facts it is emerging that amount Opening Card and Weekly Collection Cards were issued to Chaturvedi on every Monday and he had to deposit it on every Saturday. He has to deposit cash on the next day and slips in that regard were counter signed by the officer of the bank. Therefore, his method of doing the work was being controlled by the branch Manager Counter signing on deposit slips by the officer of the bank shows that his act was being supervised every day by the bank officials. Filling of Cash books and posting of the amount in ledger, which were being tallied over, suggest that there was supervision and control over his work by the Branch Manager. Therefore all tests to conclude that it was a contract of service stand satisfied. Consequently it is clear that when Suresh Chaturvedi became Adarsh Agent and executed an agreement in that regard, it was an agreement of service and not an agreement for service.

16. The Apex Court in Indian Bank Association (2001(1)LLJ 1045) was confronted with such a situation. The court ruled that prima facie test of master of (and) servant

between employer and employee was the existence of the right in the employer not merely to direct what work was to be done but also to control the manner in which it was to be done, the nature or extent of such control varying in different industries and being by its nature incapable of being precisely defined. The court concluded that we cannot accept the submission that Bank have no control over the Deposit Collector. Undoubtedly the Deposit Collectors are free to regulate their hours of work but that is because of nature for the work itself. It would be impossible to fix working hours for such Deposit Collectors because they have to go to various depositors. This would have to be done at the convenience of the deposit collectors, and at such times as required by the depositors. If this is so, then no time can be fixed for such work. However, there is control in as much as the Deposit collectors have to bring the collections and deposits in the bank by the very next day. They have to then fill in various form, accounts, registers and pass books. They also have to do such other clerical work as the bank may direct. They are therefore, accountable to the bank and under the control of the bank.

17. The court ruled that there is no force in the contention that Section 10 of Banking regulation Act, 1949 prevents employment of persons on commission basis. The proviso to Section 10 marks it clear that commission can be paid to persons who are not in regular employment. Undoubtedly the Deposit Collectors are not regular employees of the Bank. But they nevertheless are workers within the meaning of the term as defined in the Industrial Disputes Act. There is clearly a relationship of master and servant between the Deposit Collectors and the concerned bank. Relying the law laid by the Apex Court in the above precedent, it can safely be concluded that Suresh Chaturvedi was an employee of the bank and there was a relationship of master and servant between him and the management bank. He answers all ingredients of workman as contained in clause (s) of Section 2 of the Act. Issue is answered accordingly, in favour of Suresh Chaturvedi and against the management.

ISSUE NO.2

18. Suresh Chaturvedi unfolds that he was engaged as an Adarsh Agent w.e.f. 13th of March, 1976. He wants to testify that he continued working with the management till 3rd of December, 81. He used to visit the bank at 10 AM daily to deposit Cash collected by him on the previous day, post entries in the ledger register and tally the entries in cash book with Weekly Collection cards of each depositors from whom amount was collected. Therefore, out of facts testified by the workman it emerged that he has to visit the bank daily in performance of his duties. He worked continuously with the Bank for more than 240 days in a

calander year as contemplated by Section 25-B of the Act. Though he was not a regular employee, yet provisions of the Act were applicable to him. Under these situation the management was under an obligation to serve one month notice or to pay in lieu thereof in terms of the provisions of Section 25-F of the Act. Retrenchment compensation was to be paid in pursuance of the provisions of Section 25-F of the Act, which was not tendered to him. Therefore, termination of his service contract amount to retrenchment under Section 2 (oo) of the Act. Management has not shown any justification in its act and consequently its action is liable to be set aside. Therefore, it is ordered that the management shall reinstate him in service as an Adarsh Agent.

19. Since he was an employee who was being paid wages as commission earned on deposits procured by him, under these circumstances it is not a case where he is entitled to back wages. However, to compensate him for compensation, which he ought to have earned, the management shall pay a sum of Rs. 100 per month from 3-12-81 until reemployed by the management bank as an Adarsh Agent. An award is accordingly passed. It be sent to the appropriate Government for its publication.

Dated: 13-8-2010

DR. R. K. YADAV, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का.आ. 1072.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि करण/ श्रम न्यायालय -I, नई दिल्ली के पंचाट (संदर्भ संख्या 43/09) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।

[फा. सं. एल-12012/103/96-आईआर (बी-11)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1072.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/09) of the Central Government Industrial Tribunal -cum- Labour Court-I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of India and their workman, which was received by the Central Government on 26-3-2010.

[F. No. L-12012/103/96-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT No. 1, KARKARDOOMA
COURT COMPLEX DELHI.****I.D. No. 43/09**

Shri Narain Swaroop Batham,
(Janak Grih Nirman Samiti),
Plot No. 113, Vijay Nagar,
Sector-2, P.O. Shahbad Pratap Ashram,
Lashkar, Gwalior.

....Workman

Versus

The Chairman-cum-Managing Director,
Bank of India, Head Office,
Express Tower, Nariman Point,
Bombay.

....Management

AWARD

Narain Swaroop Batham was engaged as a sweeper cum sepy on 6-10-90 on casual basis by Bank of India at its regional Office, Gwalior, Madhya Pradesh. He worked there for some period. Thereafter his services were disengaged. He raised an industrial dispute. When conciliation proceedings failed, the appropriate Government referred the dispute to the Central Government Industrial Tribunal, Jabalpur, vide order No. L-12012/103/96-IR (B-II), New Delhi dated 19th of May 97, with following terms :-

"Whether the action of the management of Bank of India in terminating the services of Shri Narain Swaroop Batham w.e.f. 29-8-91 and thereafter not affording him one time opportunity for a permanent appointment as per Ministry of Finance (Banking Division) directions vide letter No. F.3/3/104/86/IR dated 16-8-90 is legal and justified? If not to what relief the said workman is entitled and from what date."

2. Vide order No. L-12012/103/96-IR (B-II), New Delhi dated 5-10-09, the appropriate Government transferred the dispute to this Tribunal for adjudication, either de novo or from the stage at which it was on the date of transfer.

3. Claim statement was filed by Shri Batham pleading therein that service conditions of bank employees are governed by awards of Industrial Tribunals, popularly known as Sastry Award, Desai Award and Bipartite Settlements, arrived at between the Indian Bank Association and Association of the workmen, representing employees of the "Banking Industry". He was employed

as sweeper cum sepy by Bank of India at its Regional Office, Gwalior, on 6-10-90. He served the bank till 28-8-91 without any break. His services were abruptly terminated on 29-8-91, without following the procedure laid in awards/bipartite settlements. No notice or pay in lieu thereof was given to him, besides retrenchment compensation. he had put in 240 days continuous service as contemplated by section 25 B of the Industrial Disputes Act, 1947 (in short the Act). Non-compliance of the provisions of section 25-F of the Act vitiates order of the management bank. He was appointed against a permanent vacancy. After termination of his services Shri Sanjay Pal was given appointment in his place. Management bank did not follow the provisions of section 25-G and H of the Act. He was working four hours a day and entitled to payment of 3/4th of the scale wages, while he was paid @ Rs. 54.68 per day. He claims reinstatement of his services in the bank with continuity and full back wages.

4. Management demurred his claim pleading that Narain Swaroop Batham was never appointed by the bank, against any clear vacancy. Recruitment rules are there for making appointment in the services of the bank. However, Regional Manager can engage any person purely on temporary basis, depending upon exigency of business, like absence of regular staff or additional work of casual nature. His engagement was not in consonance with the recruitment rules. Narain Swaroop Batham had not rendered 240 days continuous service in a calendar year. Provisions of section 25-F, 25-G and 25-H of the Act were not applicable to him. He was not governed by the provisions of Sastry / Desai Award. He is not entitled to any relief. His claim statement is liable to be rejected.

5. Narain Swaroop Batham has examined himself as well as Laxman Dass Aggarwal in support of his claim. Shri P.D. Sukhani was examined on behalf of the management. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri V. K. Jha, authorised representative, advanced arguments on behalf of the workman. Shri Rajat Arora, authorized representative, raised his submissions on behalf of the management. Written submissions were also filed on behalf of the workman. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :-

7. Narain Swaroop swears in his affidavit that he joined as sweeper in Regional Office, Gwalior, Bank of India, on 6th of October, 1990. He served there till 28th of August, 91. His services were disengaged on 29th of August, 91, in an illegal manner. No written order was served upon him at that time. No notice or pay in lieu thereof was given. No

retrenchment compensation was paid to him. He was appointed against a permanent post. He is a professional, as categorized in para 508 of Sastry award. He was entitled for regularization of his services, on rendering six months service, as per provisions of para 495 of the Sastry Award. During the course of his cross examination, he admits that no appointment letter was issued to him by the bank. His name was not sponsored by the employment exchange. Neither he took written test nor faced an interview for his appointment. His name was recorded in attendance register at the time of his appointment.

8. Shri Laxman Dass Aggarwal swears that he was working as Deputy Administrative Officer in Regional Office, Gwalior, Bank of India, from December, 90 till May, 1992. Shri Batham was working in Regional Office, Bank of India since 6-10-90. He worked there till 29-8-91. He concedes that no appointment letter was issued to Shri Batham when his services were engaged on 6-10-90. He was engaged in a casual capacity. Shri Batham had worked for more than 240 days till 29-8-91.

9. Shri P. D. Sukhani deposed that Shri Batham was engaged on casual basis at Regional office, Gwalior, as per exigencies. Deputy Chief Officer (Personnel), posted at Regional Office of the bank used to engage employees on casual basis. He projects that for recruitment in sub staff cadre, names of the candidates are being called from the employment exchange. On receipt of names of the candidates, their interview is taken. Name of Shri N. S. Batham was not sponsored by the employment exchange. He was never interviewed, when he was engaged on casual basis. As on date, there is no regional office of the bank at Gwalior. During the course of his cross examination he projects that service of Shri Batham were taken for whole day as and when regular employee (s) used to be on leave.

10. Whether relationship of employer and employee existed between the parties? For an answer to this proposition, it is to be appreciated as to how a contract of service is entered into. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the

identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

11. As testified by Shri N. S. Batham and Laxman Dass Aggarwal, Shri Batham was engaged in Regional Office, Gwalior, Bank of India on 6-10-90. He worked there till 29-8-91. Shri P. D. Sukhani concedes that services of Shri Batham were utilized. However, he projects that his services were taken as and when a regular employee used to be on leave. He admits that there was no permanent sweeper engaged in the Regional Office when it was opened at Gwalior. Therefore, out of facts projected by Shri Batham and Laxman Dass Aggarwal and those admitted by Shri P.D. Sukhani it emerges over the record that Batham was engaged on 6-10-90. His services were dispensed with on 29-8-91. To rebut these facts Shri Arora had placed a photo copy of an application in my hands, which is addressed to the General Manager, Bank of India. The application purports to have been signed by Shri Batham, wherein it has been mentioned that he continuously worked with the bank from 6-10-90 till 16-5-91. Shri Arora argued that as per contents of the application Shri Batham had worked till 16-5-91 only. However, Shri Batham was not confronted with this application, when his testimony was purified by an ordeal of cross examination. No opportunity was accorded to Shri Batham to offer an explanation to this document. Even otherwise this application has not been proved by the management. Though signatures on the application appears to be that of Shri Batham, yet without an opportunity to explain contents of this application, it cannot be used against the workman. Therefore, out of facts projected by the workman, Shri Laxman Dass Aggarwal and Shri P. D. Sukhani it is concluded that Shri Batham was engaged by the Regional Office of the bank on 6-10-90. Relationship of employer and employee between him and the management bank existed. It also emerges over the record that he rendered his services with the management bank till 29-8-91.

12. "Continuous Service" has been defined by section 25 B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two periods. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service". Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service", within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In Vijay Kumar Majoo (1968

Lab.I.C.1180) it was held that one year's period contemplated by sub-section (2) furnishes a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act.

13. An enquiry has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calendar months, immediately preceding the date of his disengagement. As detailed above services of Shri Batham were dispensed with on 29-8-91. He had rendered 327 days continuous service with the management, if reckoned from 29-8-91 to 6-10-92, the date when his services were engaged. Thus it is evident that Shri Batham has rendered one year continuous service with the management, within the meaning of Section 25-B of the Act. It has not been projected by management that workman sought voluntary retirement from service or he reached the age of superannuation and was made to retire. It was not the case that his services came to an end on non renewal of his contract of employment. His services were not done away on the ground of his continued ill health. Consequently termination of his service amounts to retrenchment within the meaning of Section 2(oo) of the Act.

14. Workman projects that his services were dispensed with abruptly on 29-8-91. Management nowhere persents that notice or pay in lieu thereof was given to workman while terminating his services. Retrenchment compensation was not paid to him. The management was under an obligation to pay him compensation for retrenchment at the time of retrenchment. Payment of retrenchment compenstion is a condition precedent to a valid order of retrenchment. Precedents in Bombay Union of Jouranlists case (1964 (1)LLJ 351), Adaishwar Laal (1970 Lab. I.C. 936) and B. M. Gupta (1979 (1) LLJ 168) announce that subsequent payment of compensation can not validate an invalid order of retrenchment. As retrenchment compensation was not paid to Shri Batham, consequently action of the management falls within the mischief of Section 25-F of the Act.

15. Services of the workman were retrenched without payment of notice pay, and retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal rule is to award reinstatement. But where a case falls in any of the exception to general rule, the industrial adjudicator has discretion to award reasonable and adequate compensation, in lieu of re-instatement. Section 11A of the Act vests the industrial adjudicator with discretionary jurisdiction to give

"such other relief to the workman" where for some valid reasons it considers that reinstatement with or without conditions will not be fair or proper. As deposed by the workman, he joined services of the management on 6-10-90. He served the management till 29-8-91. As on today Regional Office of the bank is not located at Gwalior. Hence it is not a case where reinstatement of Shri Batham can be ordered. Even otherwise, services of Shri Batham were engaged in violation of recruitment rules.

16. In Uma Devi (2006 (4) SCC 1) the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the post which was held by them in temporary or adhoc capacity for a fairly long spell. The court ruled thus :

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts ? This Court, in our view, is bound to insists on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent the distinction between regularization and making permanent, was not emphasized here-can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in Piara Singh (1992 (4) SCC 118) is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recongnized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all adhoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

17. Taking note of some of recent decisions, the Apex Court held that the state does not enjoy a power to make appointments in terms of Article 162 of the Constitution. The Court quoted its decision in Girish Jyanti Lal Vaghela (2006 (2) SCC 482) with approval, wherein it was ruled thus.

"The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a

specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the state or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution."

18. In *P. Chandra Shekhara Rao and Others* (2006 7 SCC 488) the Apex Court referred *Uma Devi's* (supra) with approval. It also relied the decision in *Uma Rani* (2004 7 SCC 112) and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In *Somveer Singh* (2006 5 SCC 493) the Apex Court ruled that appointment made without following due procedure cannot be regularized. In view of law laid above services of *Shri Batham* cannot be ordered to be reinstated, since it would amount to a back door entry.

19. There is other fact of the coin. The Govt. of India issued an approach paper on 16-8-90, laying down guidelines for all public sector banks, in the matter of recruitment as well as absorption of temporary employees. Guidelines laid in the approach paper is not a matter of dispute. It has been laid in clause (a) of paragraph (6) of the approach paper that the cases of temporary employees who have put in not less than 240 days of temporary service in 12 consecutive months and who are entitled to the benefits of Section 25 F of the I.D. Act, may be decided by entering into a settlement with the representative union. It may be pointed out that in order to have a binding effect of the settlement on the other parties, who are not parties to the settlement, it will be necessary that the settlement should be arrived at in the course of the conciliation proceedings. The terms of settlement can be initiated by the management of each bank with its representative union during the conciliation proceedings and may be given effect to in terms of the provisions of the Act.

20. Modalities regarding test and -or interview etc. for absorption of temporary employees in subordinate cadre was left to be finalized by the individual banks in their own discretions, keeping in view the main criteria proposed in the approach paper. It was further pointed out therein that eligibility or ineligibility of a candidate would be considered

only on the date he was first engaged as temporary employee. Only temporary employees who had put in minimum temporary service of 90 days or more after cut off date, that is, 1-1-82 would only be eligible for consideration under the scheme. The vacancies for absorbing the temporary employees who were to be finally approved, were to be identified by the management within the norms prescribed by the Ministry of Finance and the test/interview was to be conducted for filling up the vacancies allotted for a particular cadre in the year in which test/interview was being conducted. The above recruitments were to be subject to statutory requirements regarding reservation for S.C./ST, physically handicapped and ex-servicemen. The aforesaid approach paper provide one time measure to be adopted by all public sector banks to regularize the services of temporary employees.

21. As detailed above, approach paper provides one time measure for absorption of temporary employees. Approach paper was issued on 16th August, 1990 and laid guidelines for absorption of employees, who were working with the "banking industry" in temporary capacity since 1-1-82. The claimant has not served the bank in any capacity prior to 16-8-1990. He was engaged on 6-10-1990. Therefore, he does not fall within the ambit of the guidelines laid in the approach paper, referred above.

22. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are the persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated a like. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State,. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

23. Fundamental rights guaranteed by article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the government must be allowed a wide

latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

24. Concept of equality guaranteed by Article 16 of the Constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the state to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the state to adopt new strategy to bring underprivileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time. Therefore classification based on experience, in relation to time for which personal drivers employed by the officers of the bank had served, has a reasonable differentia.

25. The management bank is State within the meaning of Article 12 of the constitution. It has power to make classification and categorisation in the matter of absorption of temporary employees. On the strength of approach paper, referred above, classification of temporary employees for the purpose of their absorption in the services of the management bank, was based on time of their engagement. Employees engaged after 1-1-1982 and prior to 16-8-90 were on different and distinct footing than the claimant, who was engaged on 16-10-90. Therefore classification of temporary employees made by the bank was based on intelligible differentia. The claimant was not in that bracket and can not plead any discrimination. He is not covered in the category of temporary employees, whose cases were to be considered for absorption in the light of the approach paper, referred above.

26. When services of Shri Batham can not be ordered to be reinstated, he is entitled to compensation for illegal retrenchment of his services. What compensation is to be awarded? No definite yardstick for measuring quantum of compensation is available. In S.S. Shetty (1957 (11) LLJ 696) the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

"The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct an estimate as is possible bearing, of course in mind all the relevant factors pro and con".

27. A Divisional Bench of the Patna High Court in B. Choudhary vs. Presiding Officer, Labour Court, Jamshedpur (1983) Lab. I. 1755(1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Further more, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to Tabesh Process, Shivakashi (1989 Lab. I.C. 1887).

28. In Assam Oil Co. Ltd. (1960 (1) LLJ 587) the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant to pay a substantial sum as compensation to her". In Utkal Machinery Ltd. (1966 (1) LLJ 398) the amount of compensation equivalent to two year salary of the employee

awarded by the industrial tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the state. In A.K. Roy (1970 (1) LLJ 228) compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakraborty (1962 (11) LLJ 483) the Court converted the award of reinstatement into compensation of a sum of Rs. 50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In O.P. Bhandari (1986 (11) LLJ 509) the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M.K. Aggarwal (1988 Lab. I.C. 380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh (1993 Lab. I.C. 44) the court directed payment of Rs. 75000 in view of reinstatement with back wages. In Naval Kishore (1984 (11) LLJ 473) the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj (1985 (11) LLJ 19) a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Chandu Lal (1985 Lab. I.C. 1225) a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In Ras Bihari (1988 Lab. I.C. 107) a compensation of Rs. 65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V. V. Rao (1991 Lab. I.C. 1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

29. Shri Batham served the bank for 327 days only. His engagement was in violation of rules. Regional office of the bank has been shifted from Gwalior. Consideration these factors, besides others, I am of the view that a compensation of Rs. 20,000 in lieu of reinstatement of the claimant would meet the ends of justice. He has to fight for more than 12 years. Therefore the management shall also pay a sum of Rs. 5000 to the claimant, towards the cost of litigation. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

DR. R.K. YADAV, Presiding Officer

Dated : 12-2-2010

नई दिल्ली, 29 मार्च, 2010

का.आ. 1037.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट

के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय -2, मुम्बई के पंचाट (संदर्भ संख्या 2/32 आफ 2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2009 को प्राप्त हुआ था।

[फा. सं. एल-31011/1/2008-आईआर (बी-11)]
यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1073.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/32 of 2009) of the Central Government Industrial Tribunal -cum- Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 26-3-2010.

[F. No. L-31011/1/2008-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI

PRESENT : A. A. Lad, Presiding Officer

Reference No. CGIT 2/32 of 2009

Employers in relation to the Management of
Mumbai Port Trust

The Chairman
Mumbai Port trust
Port House,
Ballard Estate
Mumbai-400 038.

And

Their workmen

The General Secretary
Mb. P. T. Mazdoor Sangh
Parvati Building
7, Pitha Road
Off Sir P.M. Road
Mumbai-400 001.

APPEARANCES:

For the Employer : Mr. M. B. Anchan, Advocate

For the Workman : No appearance

Mumbai, dated this 3rd February, 2010

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-31011/1/2008-IR (B-II) dated 19-02-2009, in

exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this tribunal for adjudication :

“Whether the action of the management of Mumbai Port Trust by not giving the upgradation to Mr. Vidyadhar Koyande & Ors. w.e.f. 14-8-2003 is justified ? What relief these workmen entitled to ?”

2. Though notice was served on second party vide Ex-4, nobody appeared and filed claim statement. Matter was pending for filing of claim statement for number of dates. Even today nobody for second party appeared. Hence the order :

ORDER

Reference is disposed of for want of prosecution.

Date: 03-02-2010

A. A. LAD, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का.आ. 1074.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय -2, मुम्बई के पंचाट (संदर्भ संख्या 2/30 आफ 2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2009 को प्राप्त हुआ था।

[फा. सं. एल-12011/121/2008-आईआर (बी-II)]
यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/30 of 2009) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of Maharashtra Ltd., and their workman, which was received by the Central Government on 26-3-2010.

[F.No. L-12011/121/2008-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI

PRESENT : A. A. Lad, Presiding Officer

Reference No. CGIT 2/30 of 2009

Employers in relation to the Management of
Bank of Maharashtra Ltd.

The Deputy General Manager,
Bank of Maharashtra,
Mumbai City Regional Office,
5th flr; Janmangal, 45/47,
Mumbai Samachar Marg,
Fort, Mumbai 400 023.

...First Party

And

Their Workman

The Working President,
Mahabank Navnirman Sena,
Raigad, Swamikripa,
D. L. Vaidya Road, Shivaji Park,
Dadar, Mumbai 400 028.

....Second Party

APPEARANCES:

For the Employer : Mr. M. B. Anchan, Advocate

For the Workman : Mr. Umakant Kotnis,
Representative of the Union.

Date of Passing the Award : 12-2-2010

AWARD

The reference is sent to this Tribunal by the Under Secretary of Central Government, The Government of India, Ministry of Labour by its Order No. L-12011/121/2008-IR (B-II) dated 11th February, 2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 to decide :

“Whether the action of the management of Bank of Maharashtra, RO, Mumbai by not reimbursing the amount of Rs. 1,04,000 towards life saving machine to Shri Umakant Kotnis is justified ? What relief Shri Umakant Kotnis is entitled to ?”

2. Statement of Claim is filed by the concerned Workman at Exhibit 6 and said is replied by the 1st Party by filing written Statement at Exhibit 8.

3. Meanwhile by Exhibit 9 reference was taken for placing it before the Lok Adalat and by Exhibits 10 and 11 both parties requested to dispose off the Reference in the Lok Adalat. Hence, the order :

ORDER

In view of the Exhibits 10 and 11
Reference is disposed off in Lok Adalat.

Bombay
12-2-2010

A. A. LAD, Presiding Officer

Exh. No. 10

**PROCEEDINGS OF THE LOK ADALAT HELD ON
12TH FEBRUARY 2010**

PRESENT :

1. Mr. R. S. Rai, Advocate
2. Ms. Pooja Kulkarni, Advocate
3. Mr. J. H. Sawant, Advocate
4. Mr. M. C. Shikhre, Representative.

Reference No. CGIT 2/30 of 2009

Bank of Maharashtra

Vs.

Maha Bank Nav Nirman Seva

For the Management : Mr. D. Y. Wani,
Sr. Manager
div. Mumbai
Region along with
Mr. Anchan, Advocate

For the Union : Mr. Umakant Kotnis,
President

The reference was Nabed on board today on the application of the parties (Ex-09). Taken on record. The bank has agreed to make the payment of Rs. 65,000 and accordingly filed an application Ex-11 sent for Award.

Exh. No. 11

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI**

Reference No. CGIT 2/30 of 2009

Employers in relation to the Management of
Bank of MaharashtraFirst Party

AND

Their workmen represented by

Mahabank Nav Nirman SenaSecond Party

Withdrawal of the Reference No. CGIT 2/30 of 2009 for
want of prosecution

May it please your honour

The Second Party hereby pray that The Second Party may kindly be allowed to withdraw the above reference, as the 1st party has agreed to make the payment.

At : Mumbai
01-02-2010

UMAKANT KOTNIS, President

नई दिल्ली, 29 मार्च, 2010

का.आ. 1075.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के

प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 67/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।

[सं. एल-12012/90/2007-आईआर(बी-11)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1075.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.67/2007) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Indian Bank and their workmen, which was received by the Central Government on 26-3-2010.

[No. L-12012/90/2007-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
CHENNAI**

Tuesday, the 16th March, 2010

Present : A. N. Janardanan, Presiding Officer**Industrial Dispute No. 67/2007**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workman)

BETWEEN

Sri M. Babu : I Party/Petitioner

Vs.

The Asstt. General Manager : II Party/Management
Indian Bank
Circle Office, No. 55 Ethiraj Salai
Chennai - 600008.

APPEARANCE

For the Petitioner : M/s. K. M. Ramesh

For the Management : M/s. T. S. Gopalan & Co.

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/90/2007-IR (B-II) dated 24-10-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the Management of Indian Bank in imposing the punishment of dismissal without notice on Sri M. Babu is legal and justified? If not, to what relief is the workman entitled?”

2. After the report of Industrial Dispute, this Tribunal has numbered it as ID 67/2007 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim and Counter Statement as the case may be.

3. The averments in the Claim Statement briefly read as follows :

The petitioner/sub-staff at Asiad Colony branch of the respondent/Bank was alleged of having fraudulently withdrawn from SB A/c No. 6332 of V. Manimeghalai of the branch Rs. 20,000 on 25-11-2001 and Rs. 10,000 on 02-12-2001. He was suspended on 05-03-2002. He explained on 13-3-2002 that he was not present in the branch on the days but was at Service Branch, Chennai. A Show Cause Notice was issued on 22-04-2002. He was denied assistance to peruse the documents in denial of reasonable opportunity to defend. He was Charge Sheeted on 09-08-2002 with gross misconduct under Clause-5 (j) of the Bipartite Settlement dated 10-04-2002. An enquiry was held. The Enquiry Officer was biased against him. He was simply accepting the views of the Presenting Officer without listening to that of the Defence Representative. The enquiry is not fair or proper. He submitted comments to the report of enquiry holding the charges proved. The report is not based on application of mind and is incredible. On 12-06-2004 dismissal without notice was proposed. He submitted his reply and attended personal hearing. Appeal preferred on 27-01-2005 was rejected on 13-05-2005. The punishment is illegal, unjustified and improper apart from being victimization in unfair labour practice. The petitioner is made a scapegoat. The allegation of misappropriation against the petitioner is untrue. The finding is perverse. Concerned Officers were not arraigned by the Investigating Officer. The evidence has to be reappreciated by the Tribunal under Section -11A of the ID Act. Hence the prayer for reinstatement into service of the petitioner with all attendant benefits.

4. A summary of the averments in the Counter Statement is as follows :

On 07-12-2001, one Doctor (Mrs. Shanthalakshmi Vasanthakumar), SB A/c No. 3242 in the Asiad Colony Branch complained to the Branch Manager regarding fraudulent withdrawal of Rs. 20,000 from her account under a fake Cheque No. 840184 by someone. On 08-12-2001 one S. Malathim SB A/c No. 10834 similarly complained regarding fraudulent withdrawal of Rs. 1,800 on 22-11-2001 by Cheque No. 819196 by someone. A similar complaint of fraudulent withdrawal of Rs. 20,000 on 25-11-2001 and another sum of Rs. 10,000 on 02-12-2001 were made by one

V. Manimeghalai, SB A/c holder with No. 6332. Separate investigations made could not give any fruit. A staff of the Forensic Science Department was got deployed to find out the signature of the employees of the Branch closely resemble the signatures on the disputed instruments. Thus, specimen handwritings of the petitioner and the disputed cheques were got examined at the Forensic Department. Under the report dated 21-12-2002, it was stated that in the case of the disputed instruments pertaining to Manimeghalai the handwriting of the hand which wrote the instruments had the writings of the petitioner. Regarding the other cases no definite opinion could be given. Show Cause Notice was issued to the petitioner on 05-03-2002. He was also suspended. His reply dated 13-03-2002 being found not satisfactory, on 09-08-2002, he was charge sheeted. In the enquiry Manimeghalai, Kasi, Asstt. Director of Forensic Science Department, Chief Manager of the branch and Senior Manager, Circle Office were examined. In the report dated 21-01-2004 charges were held proved. Copy of the same was furnished to the petitioner for comments and also for personal hearing on 11-12-2004. Appeal of the petitioner was rejected. Punishment is justified and valid and is not to be interfered with. For inspection of documents no assistance was required. Suspension is not mala fide. Opinion of the handwriting expert is against the petitioner. The enquiry was in accordance with natural justice. It is immaterial as to how the two cheques happened to be passed. The allegation of collusion is devoid of merit. The handwritings of all the staff members were analyzed in an informal way and finding close resemblance between the writing of the petitioner and handwriting in the disputed cheques that they were alone sent to expert. It is not necessary to submit handwriting of all the staff. The expert opinion is unbiased. Bank lost confidence in the petitioner, for any relief, much less reinstatement. Dismissal is only to be confirmed.

5. The evidence consists of oral evidence of WW1 and Ex.W1 to Ex.W19 and Ex. M1 to Ex. M16e, all marked on consent. No oral evidence was adduced on the Respondent's side.

6. Points for consideration are :

(i) Whether the dismissal of the petitioner under the Respondent Bank without notice is legal and justified?

(ii) To what relief the concerned workman is entitled?

Point No. i & ii

7. The arguments on behalf of the petitioner are that the finding of guilt entered against the petitioner is solely based on the handwriting expert's report which was after obtaining specimen signature of staff members. This is only with a view to victimize the petitioner in unfair labour practice. But what the management did was sending the disputed and admitted signatures only of the petitioner

after taking the specimen signatures of 4 other staff members also. Another contention is that the petitioner was not supplied with copies of documents, but was allowed only to peruse the documents without providing an assistant which is denial of reasonable opportunity. The cheque requisition slip is admittedly not available. The cheque book issue register contains signature of the person receiving cheque book was not sent to the Forensic Department which was a document vital for the ascertainment of the fact. The handwriting expert does not know the petitioner. The management was out of fix liability on the petitioner with a pre-determined mind ill-disposed towards the petitioner. The opinion of the expert is one-sided it being not based on the opinion after testing of all the signatures of other persons. He further contended that the veracity of the case of the Respondent is doubtful.

8. The counter arguments on behalf of the Respondent are that the investigation had not thrown light as to who was the culprit. The report of the expert delineates how the conclusion was made by the expert after examining the signature of the author of the admitted documents with that of the disputed documents, both of the petitioner. On such an examination the petitioner was found out as the culprit with reference to the latest transaction showing reasonable nexus with the petitioner of the commission of the misconduct. It is further pointed out by the learned counsel for the Respondent that the duty of the Tribunal is limited to only judicial review and there is no scope for re-appreciation of the evidence normally. Only if the enquiry of the finding is vitiated, the Tribunal could interfere and that the adjudicative process is not give relief but only to see whether action is justified.

9. On a consideration of the rival contentions and going by the materials I am not in a position to find any substance in the arguments advanced on behalf of the petitioner. There cannot be any grain in the contention that the punishment is biased due to victimization in unfair labour practice. Discernibly the investigation having been found no fruitful in pinpointing the culprit even by taint of suspicion the management was forced to seek the aid of a handwriting expert of the Forensic Department who on request came to the office and conducted an informal examination to find out signature of the employees that closely resemble with the signatures of the disputed instruments and in that process the petitioner was pinpointed as a suspect as being involved in the misconduct whose admitted signatures were examined with the disputed signatures as an outcome of which the petitioner was found to be the culprit on the ratio that the disputed documents in relation to Manimeghalai were written with the hand which wrote the instruments that had the admitted writing of the petitioner. Regarding the two other cheques, no definite opinion could be formed by

the expert. Further, it is pointed out by the learned counsel that for the inspection of the documents, no assistance was required.

10. The evidence is only that of the handwriting expert to connect the petitioner with the misconduct. Still it does not cease to be a reliable piece of evidence. true, the opinion of the expert on a controversial matter when furnished does not always become a fully conclusive material to arrive at the truth of the controversy. The reliability and sustainability have to be examined before it is acted upon. The finding by the Enquiry Officer has been rendered on a true satisfaction that the opinion of the handwriting expert has come out well and that the same is safe to be relied upon. The fact that the culprit as to two other cheques could not be brought to light is not at all material. The same fact further vouchsafes the stand that the expert opinion is not biased against any person in particular vis-a-vis the petitioner. It could well be a material logically probative to a prudent mind to be acted upon. Therefore, there need not be any hesitation to stamp approval to the finding of the Enquiry Officer. Regarding the punishment, I am of the considered view that the same is to be modified and reduced to one for Compulsory Retirement. I am fortified in holding so for the reason that the basic persuasion for the Management to terminate him from service is predominantly that it has lost confidence on him and therefore he cannot be borne in the service of the management any longer. The very object could well be achieved by giving him a Compulsory Retirement so that he may get his benefits in terms of the services rendered if otherwise not ineligible. Hence the management is directed to modify and reduce the punishment of dismissal into one for Compulsory Retirement by appropriately reordering the same. To that extent the petitioner is entitled to a relief and to none else.

11. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th March, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined

For the 1st Party/Petitioner : WW1, Shri M. Babu
For the 2nd Party/Management : None

Documents Marked

From the Petitioner's side

Ex.No.	Date	Description
1	2	3
Ex.W1	5-03-2002	Suspension order served on M. Babu
Ex.W2	13-03-2002	Letter of M. Babu for revocation of the Suspension Order

1	2	3
Ex.W3	22-4-2002	Show Cause Notice issued by the Second Party to M. Babu
Ex.W4	20-5-2002	Letter from M. Babu to the Second Party
Ex.W5	3-6-2002	Letter from the Second party M. Babu
Ex.W6	18-6-2002	Letter from M. Babu to the Second Party
Ex.W7	9-8-2002	Charge Sheet by the Second Party to M. Babu
Ex.W8	2-09-2002	Reply of M. Babu to the Charge Sheet
Ex.W9	11-09-2002	Letter from the Second Party to M. Babu
Ex.W10 (series)	12-9-2002	Letter from M. Babu to the Second Party on Payment to full subsistence allowance
Ex.W11	24-9-2002 5-1-2004	Letter from M. Babu to the Second Party Defence summing up on the enquiry proceedings held against M. Babu
Ex.W12	3-02-2004	Letter from the Second Party to M. Babu enclosing the findings of the Enquiry Officer
Ex.W13	3-03-2004	Letter from M. Babu the Second Party offering comments on the Enquiry Officer's findings
Ex.W14	12-6-2004	Second Show Cause Notice issued by the Second Party to M. Babu
Ex.W15	30-6-2004	Letter from M. Babu to the Second Party in reply to Second Show Cause Notice
Ex.W16	13-12-2004	Order of punishment issued by the Second party to M. Babu
Ex.W17	27-1-2005	Appeal preferred by M. Babu to Appellate Authority of the Second Party
Ex.W18	16-5-2005	Ex. Letter from DP Cell of the Second Party communicating

1	2	3
		the decision of the Appellate Authority with enclosure
Ex.W19	19-8-2005	Industrial Dispute raised under Section-2A of the ID Act, 1947 by M. Babu.
From the Management side		
Ex. No.	Date	Description
Ex. M1	8-12-2001	Complaint letter issued by customer bearing SB A/c No. 10834
Ex. M2	5-3-2002	Suspension order issued to the petitioner
Ex. M3	13-03-2002	Reply by the petitioner
Ex. M4	9-8-2002	Charge Sheet issued to the Petitioner
Ex. M5	-	Enquiry proceedings
Ex. M6	21-12-2001	Complaint letter issued by B. Manimegalai A/c No. 6332 (MEX-1)
Ex. M7	21-02-2002	Report by Forensic Department (MEX-2)
Ex. M8	-	Exhibits ME-2/6 to 2/30 marked in the domestic enquiry by the Respondent
Ex. M9	21-12-2001	Letter by the Respondent to the AGM Circle Office (ME-3/1) and annexures marked as ME-3/3 to 3/6
Ex. M10	-	Attendance Register for the month of November 2001 (ME-4)
Ex. M11	-	Copy of SB Cheque Book registered from 21-5-2001 to 25-5-2001 (ME-8)
Ex. M12	26-12-2001	Copy of Investigation Report by K. Viswanathan (ME-10)
Ex. M13	21-01-2004	Findings of the Enquiry Officer
Ex. M14	12-06-2004	Second Show Cause Notice issued to the petitioner
Ex. M15	13-12-2004	Order of dismissal issued to the petitioner
Ex. M16	13-05-2005	Order of Appellate Authority.

नई दिल्ली, 29 मार्च, 2010

का. आ. 1076.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय -I, चंडीगढ़ के पंचाट (संदर्भ संख्या 431/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-2010 को प्राप्त हुआ था।

[सं. एल-40012/361/2000-आई आर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S. O. 1076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 431/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom, and their workman, which was received by the Central Government on 29-03-2010.

[F. No. L-40012/361/2000-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH.

CASE ID NO. 431/2000

Shri Ved Pal C/o Shri Ashok Sharma,
279, Sector-3,
Faridabad-121001.

...Applicant

Versus

The Genral Manager,
Telephones,
Sector-16, Faridabad.

...Respondant

APPEARANCES

For the Workman : Shri Subhas Ahalawat.
For the Management : Shri G.C. Babbar.

AWARD

Passed on:-10-3-10

Government of India vide notification no. L-40012/361/2000/IR(DU), dated 31-10-2000 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :-

“ Whether the Action of the management of Deptt. of Telecom in terminating the service of Shri Ved Pal w.e.f. April, 99 is just and legal? If not, to what relief the workmen is entitled?”

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. On persual of the pleadings of the parties, it is evident that the main dispute before this Tribunal is the nature of services rendered by the workman with the management of Telecommunication Department, Faridabad. It is contention of the workman that he was appointed by the respondent in the month of July 1995 and was getting Rs. 1,500 per month. The workman used to maintain the records of the respondent. He was paid wages directly by the department of Telecommunication and the payment was made through vouchers. He has rendered more than 240 days of services in the precedings year from the date of his termination. His services were terminated in April 1999 without any notice or month wages in lieu of notice and other lawful terminal dues. On the basis of the above facts, the workman has prayed for setting aside the termination order being against the provision of the Act and has also prayed for consequential relief for his reinstatement along with other benefits.

The mangement has contested the claim by filing written statement. It is contention of the mangement that there was no master and servant relationship between the workman Shri Ved Pal and the management of respondent Telecommunication, Faridabad. The services of the workman were provided with through a contractor. There was no concern of the workman with the management of Telecommunication, Faridabad. the payment was also made good by the contractor and he was under the administrative control of the contractor.

Parties were afforded the oppurtunity for adducing evidence. Workman filed his affidavit and he was cross-examined by learned counsel for the management. On the other hand, Shri S. L. Aggarwal filed his affidavit on behalf of the management and he was cross-examined by learned counsel for the workman. Apart from the above witnesses two more witnesses were summoned by the workman namely Smt. Archna Dua who was cross-examined as WW2 and Shri P. D. Vaidh who was cross-examined as WW3. The workman preferred to file certain records with the petition for claim. The copies of certain vouchers, copies of attendance register have been filed by Shri Ved Pal. All these documents were marked as exhibits. Parties were heard at length. The management also preferred to file the written briefs which are on record. The main issues before this Tribunal for answering this reference are as follows:—

(1) Whether the workman Shri Ved Pal was appointed/engaged directly by the management of Telecommunication, Faridabad?

(2) Whether the services of Shri Ved Pal were provided with to the management by contractor on outsourcing.

(3) To what relief, if any the workman is entitled?

Issue no. 1 & 2 are similar in nature. The issue whether a workman shall be considered to be directly in the services of Principal-employer has been settled by Hon'ble the Apex Court in Steel Authority of India Ltd., and others Vs. National Union Water Workers and others AIR 2001 Supreme Court 3527(1) and in 2008 LLR 801, GM ONGC, Silchar Vs. ONGC Contractual Workers Union. Relying the principle of law laid down by the Apex Court in Steel Authority of India Limited case (supra). Hon'ble the Apex Court in ONGC Silchar's case (supra) has laid down certain guidelines to be considered while adjudicating the said issue. Hon'ble the Appex Court in the above mentioned judgements has stated that for the purpose of considering whether there existed any employer-employee relationship between the management and the workman following facts should be established :—

- (1) That the workman was directly appointed by the management,
- (2) That the workman was under the administrative control of the management,
- (3) That payment of wages were made good by the management directly to the workman, and
- (4) That there existed a master-servant relationship between the mangement and the workman.

If the above mentioned principles of law are applied to the instant case, it is clear that workman was directly engaged by the management. No doubt, it is denied by the management on the contention that his services were provided with by a contractor, but the management has failed to prove this contention. On the other hand, the workman has filed certain vouchers and attendance sheet which have been admitted by the witness who has been the officers of the management during the period in question. The workman in his affidavit and cross examination has specifically mentioned that he was appointed by the management of Telecommunication. In support of this contention he has filed certain documents. Smt. Archana Dua working in the Office of AGM, Faridabad while deposing as WW2 admitted that the vouchers filed by the workman bears her signature and some vouchers bears the endorsement and signature of Shri Ved Pal. She has admitted that concern document belongs to Shri Ved Pal She has not deposed that services of Ved Pal were provided with by a contractor but has shown her ignorance in this regard. The last sentence of evidence of Smt. Archana Dua is very clear that Ved Pal was paid wages through vouchers passed by P. R. O.

Shri P. D. Vaidh was also cross-examined in the Court. He has admitted that workman Shri Ved Pal worked with him in Telecommunication Department. He has denied his signatures on the voucher but has admitted that vouchers

contained the signatures of his Assistant. On attendance sheet he identified his signature. In last paragraph of his evidence Shri P.D. Vaidh firstly deposed that A.P.R.O. or Operators used to supervise the work of the workman and he was permitted to take leave from A.P.R.O. or Operator. But thereafter he said that contractor was supervising the work of the workman. This second part of the statement is after thought. The statement given by Shri P.D. Vaidh regarding the payment of wages by contractor to the workman is not reliable because he himself has admitted that payment was made good by the vouchers and the vouchers was signed by his Assistant. Like wise, Shri S. L. Aggarwal has admitted that payment of wages to the workman were made good through vouchers and some copies of the vouchers are on record. This witness in his last paragraph has deposed that the document of the contract labour has no nexus or relation with the working of Shri Ved Pal with the department. It has also been deposed by this witness that department has not maintained any record for the payment of wages made good to the workman through contractor. The management has filed certain documents relating to the contract agreement. These documents are Exhibits M2, M3, & M4. Ex. M2 is the contract agreement. M3 is the document relating to the final work award for supply of labour to FBDSSA. M4 is the termination notice of Shri Rajinder Sharma, Government Contractor. None of the document has any concern with the workman. There is no material on record which shows the name of the contractor who provided the services of the workman to the management of Telecommunication. There is no record regarding the payment of wages by the contractor to the workman. There is no record which shows that services of the workman were supervised by the contractor. The papers Ex. M2 to M4 have no nexus with the claim of the workman to work with the Department of Telecommunication. On the other hand, the workman has filed certain documents which prove that he was directly engaged by the Telecommunication Department. He was paid wages through vouchers by department concern and his services were supervised by the department. There seems to be no man in between the workman and the management of Telecommunication. In its pleading the management has specifically mentioned that he has not paid even a single penny to the workman but all the witness of the management have admitted that payment was made good to the workman through vouchers.

In written arguments the management has taken one more plea that workman has to prove his work with the management for more than 240 days in the preceding year from the date of his termination. The management in his written arguments has relied upon certain judicial pronouncements of Hon'ble High Courts and the Supreme Court that it is the duty of the workman to prove that he has worked for more than 240 days in the precedings year

from the date of his termination. It is true that workman has to prove it and the oral version in affidavit of the workman regarding this issue will not suffice. But the workman has filed the cogent, reliable and credible evidence which have been admitted by the officers of the management.

It is also the settled principle of service jurisprudence that management has to produce and to provide the original documents lying in its custody. It is admitted fact that payment was made good to the workman by the management through vouchers. But the management has not filed any vouchers lying in its custody. The only reason shown by the management is that vouchers and other records are not traceable. It is not the case of the management that vouchers have been destroyed as per rules, but it has only been contended that vouchers are not available. It means the management has withheld the vouchers and other documents lying in its custody with intention to prevent the workman to exercise his lawful rights accrue under the provision of the Act. It is the duty of the workman to prove that he has worked for more than 240 days in the preceding year from the date of his termination. The workman is at liberty to prove this factum by adopting any lawful mode or manner. The workman has adopted the lawful procedure to prove this factum by summoning the originals of admitted documents which the management failed. Respondent is a Government organization and establishment. Even a single penny cannot be paid to any body from the financial exchanges of the management against the provisions of law and without proper documentation. The management has withheld all the documents lying in its custody.

On one hand the management has admitted the vouchers and the other documents filed by the workman to be the documents of the management, on the other hand, has not filed the original documents. It is the harassment of the workman which is not at the equal level to management as per the socio-economic conditions. Socio-economic conditions of the managements is much higher than the workman and this fact should be considered by this Tribunal while adjudicating any reference that management should not by its position and authority be in the position to suppress the rights of a social and economical backward class workman.

The management was bound to produce documents but without showing any sufficient reasons has not filed. As per the principle of service jurisprudence adverse inference shall be taken against the management. Now the question arise what should be the nature of adverse inference? The workman has filed the cogent evidence to prove the master-servant relationship. Payment of wages directly by the management to the workman and he worked within the administrative control of the management. Thus, the failure of the management for filing the documents which were/are in the custody of the management provide

the opportunity to this Tribunal to have the adverse inference of the nature that workman had completed 240 days with the management in the preceding year from the date of his termination. Accordingly, issue no. 1 & 2 are decided with the finding that workman was directly appointed/engaged by the management, he was paid wages by the management and he worked under the administrative control of the management. It is admitted that his services were terminated without notice or one month wages in lieu of notice and without lawful terminal dues. This act of the management made the termination of the workman illegal and void being against the provision of the Act.

It is hereby made clear that the provision of the Act does not bar the termination and retrenchment of the services of the workman. It only regulates the termination. It is regulated in the sense that the termination should be succeeded by one month notice or one month wages in lieu of notice and lawful terminal dues. If it is not done the termination of the services of the workman shall be void and illegal. Accordingly, the workman was illegally terminated by the management.

Where the termination of any workman has been held to be illegal and void being against the provisions of the Act, there are two possible remedies available, the first remedy is the reinstatement of the workman on the same position on which he was working without back wages and another remedy is a reasonable compensation. It is the settled principle of service jurisprudence that priority should be given for reinstatement of the services of the workman. Considering the facts and circumstances of this case reinstatement of the workman with full back wages, in my view, is the appropriate remedy to meet the ends of justice. It is true that reinstatement should not be casually given but Tribunal has to consider all the facts and circumstances through which the person who is socially and economically backward has gone through. The conduct of the management is also relevant in this regard. Thus, considering all the facts and circumstances, I am of the view that reinstatement of the workman on the same position, he was working, is the appropriate remedy. It has been held by this Tribunal in this order that the workman was directly working under the administrative control of the management and was getting wages by the management directly. Thus, the management is directed to reinstate the service of the workman on the same position from which his service were terminated with full back wages within one month from the date of publication of the award. The reference is accordingly answered. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का. आ. 1077.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुपरिन्टेन्डेंट

ऑफ पोस्ट ऑफिस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. -I, चंडीगढ़ के पंचाट (संदर्भ संख्या 15/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-2010 को प्राप्त हुआ था।

[सं. एल-40012/204/94-आई आर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S. O. 1077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.15/96) of the Central Government Industrial Tribunal-cum-Labour Court No.I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Superintendent of Post Offices and their workman, which was received by the Central Government on 29-03-2010.

[F.No. L-40012/204/94-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case ID No. 15/1996

Sukhjeevan Singh S/o Sh. Gurcharan Singh
R/o Shaheed Bhagat Singh Nagar,
Dugri Road, Gali No. 19/2,
Ludhiana

...Applicant

Versus

Senior Superintendent of Post Offices,
Ferozepur Road, Ludhiana

...Respondent

APPEARANCES

For the workman : Sh. B.N. Seghal, AR

For the management : Sh. I.S. Sidhu, Advocate

AWARD

Passed on:-10-3-10

Government of India vide notification no. L-40012/204/94-IR(DU), dated 06-02-1996 by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), referred the following industrial dispute for adjudication of this Tribunal :—

“Whether the Action of the management of Superintendent of Post Offices in terminating the services of Shri Sukhjeevan Singh is fair, just and legal? If not, to what relief is the workmen is entitled to?”

After receiving the reference the parties were informed. Parties appeared and filed their respective pleadings. The case of workman in nutshell is that he was appointed by the management of Post Office for the post of EDDA on 19-2-1991 on the salary of Rs.70.50 per month. His services were terminated without any notice or one month wages in lieu of notice and without lawful terminal dues on 1-11-1993. Juniors to him were retained in service against the provisions of the Act. No charge-sheet was given to him or inquiry conducted against him. On the basis of the above facts, workman has prayed for an order declaring the termination of the workman illegal and void being against the provisions of the Act and for subsequent reliefs regarding his reinstatement into the services with consequential benefits.

Respondent Post Office appeared and contested the claim of the workman by filing written statement. It is contended by the management that workman was engaged as substitute of Sh. Ranjit Singh as per rules. On joining the services by Sh. Ranjit Singh, he was relieved from the services. It is further contended by the management that there has been no violation of any provisions of the Act.

Parties were afforded the opportunity for adducing the evidence. Workman Sukhjeevan Singh filed his affidavit and he was cross-examined on 23-12-2002. On behalf of the management of Post Offices Sh. Dhanna Singh, ASP, Post Office, Ludhiana filed his affidavit and he was cross-examined by the learned counsel of the workman on 1-9-2009. Certain documents were also filed by the parties, which are on record. I have heard the parties at length and perused all the materials on record. On Careful perusal of the record it is evident that the workman has tried to mix two issues. The first issue is his termination from the services on 11-06-1993 and another issue is declining by the management of post office for his regular appointment on the post of EEDA. Regarding issue no. 2 i.e. declining the appointment of the workman on regular basis, the workman has filed all the documents, but the said issue has not been referred by the Central Government to this Tribunal. Moreover, the process of selection in which the workman was one of the participants and regarding which all the documents has been filed by the workman and relied by the workman has no nexus with his termination on 11-6-93. On careful perusal of the record filed and relied upon by the workman, it is evidently clear that this process of appointment started in the year 1995. The workman was given a chance to appear before the Interview Board for the post of EEDA on 20-1-97. That issue has not been referred by Central Government to this Tribunal and has

no nexus as sated earlier with the termination of the services of the workman on 11-6-93.

The workman in his pleadings has specifically mentioned that he applied for the post of EDDA and on his application he was selected as EDDA on 19-2-91, but in his cross-examination he has denied for moving any application for the post of EDDA. In his cross-examination he has also not denied the fact that he was engaged as substitute of Ranjit Singh and was disengaged on joining by Sh. Ranjit Singh. He has mentioned that he has no knowledge about the fact that Ranjit Singh joined back to the post and for this reason his services were terminated. On the other hand, the witness of the management Sh. Dhanna Singh ASP, has specifically mentioned that Sh. Sukhjeevan Singh was engaged as substitute of Sh. Ranjit Singh and on returning, of Sh. Ranjit Singh, his services were terminated. Appointing a person as substitute is as per the policy of the Department. Rules permits to appoint a persons for short period as substitute to prevent the loss of work to the department on account of long leave by any permanent employee. Thus, there is no hesitation for this Tribunal to hold that Sh. Sukhjeevan Singh, the workman, was appointed as substitute of Sh. Ranjit Singh. On joining the duties by Sh. Ranjit Singh, his services were terminated according to law. Under such circumstances no notice one month wages in lieu of notice and retrenchment dues were required to be paid.

At the cost of repetition, it is held that this reference was referred regarding legality of the termination of the workman and admittedly the services of the workman were terminated on 11-6-93. The termination was lawful and workman is not entitled for any relief. The documents relied upon by the workman are regarding the process of his regular appointment as EDDA, which has no concern with his termination from the services on 11-6-93. Thus, in absentia of reference this issue, which has been raised by the workman, cannot be answered. Accordingly, the reference referred by Central Government is answered. Workman is not entitled for any relief. Let Central Government be approached for publication of Award and thereafter, file be consigned to record room.

G.K. SHARMA, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का. आ. 1078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं पी.जी.आई के प्रबंध-तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 682/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-2010 को प्राप्त हुआ था।

[सं. एल-42012/284/2003-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S. O. 1078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.682/2005) of the Central Government Industrial Tribunal -cum- Labour Court No-I, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of P.G.I. and their workmen, which was received by the Central Government on 29-03-2010.

[F. No. L-42012/284/2003-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.**

Case I.D. No. 682/2005 (310/2004)

Sh. Rameshwar Kumar S/o Sh. Dhani Ram
R/o Ram Nagar Sainian
PO. Tepla, District Patiala

....Applicant

Versus

The Director,
PGI, Sector 12,
Chandigarh-160014

....Respondant

APPEARANCES

For the workman : Sh. Satbir S. Katnoria,
Advocate.
For the Mnagement : Sh. Madan Mohan,
Advocate.

AWRAD

Passed on 2-3-10

Government of India Vide Notification No. L-42012/284/2003/(IR(CM-II) Dated 17-11-2004, by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), referred the following Industrial dispute for adjudication of this Tribunal:—

“Whether the Action of management of PGI, Chandigarh in dismissing the services of Sh. Rameshwar Kumar Operation Thearte Asstt. Grade III w.e.f. 2-8-2002 is legal and justified? If not, to what relief the concerned workman is entitled?”

After receiving the reference, both of the parties were informed. Parties appeared and filed their respective pleadings. On perusal of all the materials on record, it is evident that the workman has challenged the punishment of dismissing him from the services from the post of Operation Theatre Assistant Grade-III w.e.f. 2-8-2002 on the grounds that entire inquiry proceedings conducted by Inquiry Officer were in violation of principles of natural justice. Proper opportunity of being heard was not provided with by the Inquiry Officer to him. In spite of his repeated request for change of Inquiry Officer, the Inquiry Officer was not changed. Inquiry was conducted ex-parte and on the basis of ex-parte inquiry report, he was dismissed from the services.

The management of respondent PGI contested the claim of the workman by filing written statement. Every allegation of the workman made in his statement of claim was rebutted on the grounds that proper opportunity of being heard was afforded to the workman. It is further contended by the management that he was afforded adequate and proper opportunity of being heard at all stages, but reasons known to the workman, he did not participate in the inquiry proceedings. The Inquiry Officer has not conducted the inquiry during the period the workman has approached the Director, PGI for change of Inquiry Officer twice. It was after the request of the workman for change of Inquiry Officer was rejected, the Inquiry Officer moved further for conducting inquiry. It is furthermore contended by the management that the workman delayed the inquiry proceedings either on one pretext or the other without any reasonable cause.

Both of the parties were afforded the opportunity for adducing evidence. The workman filed his affidavit to prove his contention and he was cross-examined in detail by Ld. Counsel of the management on 12-4-2007. Likewise, Shri Som Nath Rane and Shri Aswani Munjal filed their respective affidavits on behalf of the management and were cross-examined by learned counsel for the workman. I have heard the parties and the learned counsels and perused the entire materials on record.

The main contention of the workman is that he was not provided with the copy of any complaint made against him by a female patient Miss Lakhbir Kaur. He was also not provided with copies of statements of Miss Lakhbir Kaur. It resulted the denial to workman a fair and reasonable opportunity to reply the charge-sheet. It was further argued by the learned counsel of the workman that the statement of complainant, girl patient, was not recorded by the Enquiry Officer and in absentia of the statement of the complaint, inquiry is illegal and liable to be set aside.

On the other hand, learned counsel for the management argued that at every stage fair, reasonable

and appropriate opportunity of being heard was provided with to the workman and there were lapses on the part of the workman which has resulted in delaying the inquiry proceedings. All possible opportunity of being heard was provided with to him, which is requirement of principles of natural justice.

It is admitted that a charge-sheet was given to the workman for his alleged involvement in a case of sexual harassment of a female patient in ICU Unit in Nehru Hospital attached to PGIMER on the night of 15-3-2001 by outraging her modesty and made derogatory comments of a sexual nature while the patient Miss Lakhbir Kaur had given the statement on 24-3-2001 in the presence of Dr. Indu Bala, Additional Professor Anesthesia, Dr. V. K. Arya, Assistant Professor Anesthesia, Sister Olive Ram, Assistant Nursing Superintendent, Sister Kailash Gupta, Assistant Nursing Superintendent, Sister Olive Chand, Assistant Grade I and Shri Jaswinder Singh, Operation Theatre Operator of this Institute. It was also contended that Miss Lakhbir Kaur identified the workman before above mentioned Doctors and other staff of PGIMER. In addition to above, Miss. Lakhbir Kaur had also said to be given a statement on 11-4-2001 before Dr. Indu Bala, Additional Professor Anesthesia, Sh. Sandeep Bhardwaj, Senior Administrative Officer (Vigilance), Sh. P.C. Sharma, Chief Security Officer, Mrs. Saroj Parvez, Chief Nursing Officer and Mr. Rajnesh Anand, Assistant Administrative Officer (Welfare) of this institute giving all the details of misbehaviour done by Sh. Rameshwar Kumar. Sister Olive Ram, Assistant Nursing Superintendent had also earlier reported the incident of removing gown of other female patient by Sh. Rameshwar Kumar, for which he had been warned by the competent authority.

On the basis of above mentioned facts, I am of the view that main issues for adjudication of this Tribunal are as follows:—

- (i) Whether the inquiry was conducted properly and fairly against the workman?
- (ii) Effect of non-recording the statement of complaint Miss. Lakhbir Kaur D/o Sh. Surjeet Singh by the Inquiry Officer?
- (iii) Relief, if any, as sought by the workman?

Other consequential issues, such as the violation of the principle of natural justice, non-affording the opportunity for cross-examination of all the witness as raised by the management shall be taken along with issue No.1 and 2.

So far as the issue No.1 is concerned, it is admitted that charge-sheet was given to the workman. There is no dispute regarding the nature of charge-sheet, which was given to the workman. Meaning thereby, he has understood

the contents of the chargesheet. After receiving the charge-sheet, he asked the Inquiry Officer and thereafter, to the Director of PGI to provide him copies of certain documents including copy of preliminary Inquiry Report given by Dr. Indu Bala and the statement of the complainant Miss Lakhbir Kaur. It is the contention of the workman that the copies of these documents were not provided with to him before filing reply to the charge-sheet. If the documents mentioned by the workman were not provided with to him before filing the reply to the chargesheet, it does not automatically terminated the inquiry proceedings on the grounds of violation of the principles of natural justice. The workman has to prove in verbatim the prejudice caused to him for non-supplying the copies of such documents. I have also looked into the matter of documents sought for. Before issuing chargesheet a preliminary inquiry was conducted by Doctor Indu Bala and on the basis of preliminary inquiry, charge-sheet was given to the workman. It is the settled principle of service jurisprudence that preliminary inquiry is a fact finding inquiry just to look into the matter whether there is some prima-facie substance of charge against the workman? If the report of the preliminary inquiry has not been provided to the workman but the nature of charge revealed and disclosed everything to the workman about the facts for which he has been charged, it is not open to the workman to challenge the inquiry proceedings on the grounds that he was not provided with the copy of the preliminary inquiry report. At the cost of repetition, it is not disputed before this tribunal that workman has not understood the charges leveled against him. Thus, it was not fatal in the department proceedings if the preliminary inquiry report and the statement of Miss. Lakhbir Kaur given before the Preliminary Enquiry Officer were not provided with to the workman before replying the charge-sheet. Facts and circumstances also prima-facie show that workman was very sensitive on all the issues and he had replied the Charge-sheet after understanding the nature and contents of the charge-sheet. Thus no prejudice was caused to the workman for non-providing the report of the preliminary inquiry, the copy of the Inquiry Report and the statement of Miss. Lakhbir Kaur before replying the charge sheet. During inquiry proceedings these documents were provided with to the workman.

The workman has also contended that he was not provided with proper opportunity of being heard and ex-party inquiry was conducted. I have gone through the proceedings of inquiry conducted by the Inquiry Officer. The Inquiry Officer, as per the record available to this Tribunal has given all possible opportunity to the workman. Whenever he requested for adjournment, adjournment was given to him. When he approached the higher authority for change of Inquiry Officer, the Inquiry Officer suo-moto

stopped the inquiry proceedings and he resumed it after getting the order of appropriate authority declining the request of the workman for change of Inquiry Officer. Three adjournments were also given by the Inquiry Officer to the workman and his defence representative on the grounds that father of defence representative of the workman was admitted in Hospital. The Inquiry Officer only resumed the inquiry after being satisfied that his father has been discharged from the hospital and the defence representative of the workman resumed his regular duties in PGI. But either on one pretext or another, the workman delayed the inquiry proceedings. The workman has moved twice to the appropriate authority, Director PGI on 26-6-2001 and 24-8-2001 for change of Inquiry Officer. His request was turned down by the Director PGI. On persual of material on record, it is also clear that the issued regarding change of Inquiry Officer also went to the Minister of Health Government of India and High Court of Punjab and Haryana, Chandigarh. There is no order on record to change the Inquiry Officer and on account of the decline of the request of the workman for change of Inquiry Officer. The Inquiry Officer was bound to proceed with the inquiry according to law. The Inquiry Officer summoned Miss. Lakhbir Kaur, the complainant for recording the statement. In spite of summoning Miss. Lakhbir Kaur, she could not turn up for the recording her statement. Thereafter, on 27-7-2001, the Inquiry Officer passed an order in inquiry proceedings that in spite of the fact Miss. Lakhbir Kaur do not come for her statement, the inquiry shall continue and the statement of other witness were to be recorded.

The workman moved an application on 30-7-2001 to stop the inquiry proceedings on account of failure of complainant to give evidence. The Inquiry Officer did not pass any order on this application and continue with the inquiry proceedings. The Inquiry Officer permitted the workman to appoint his defence representative. The statements of Dr. Indu Bala, Additional Professor Anesthesia were recorded on 30-7-2001 in the presence of workman and his defence representative. The workman and his defence representative declined to cross-examine all the witness on certain grounds narrated in the inquiry proceedings. The Inquiry Officer adjourned the case for 1-8-2001. Thereafter, further 3-4 date's inquiry could not be conducted because of the ailment of the father of defence representative of workman. On 22-8-2000, in spite of information, neither the workman nor his defence representative turn up in inquiry proceedings up to 2.30 PM. Dr. Indu Bala was discharged at 2.30 PM as no one was to cross-examine her. Thereafter, at 2.50 PM defence representative of the workman appeared and submitted an application that his application dated 30-7-2001 has not been disposed of and inquiry proceedings be stopped. The Inquiry Officer without passing any order

on application dated 30-7-2001 moved further and did not give any cognizance on this application. Enquiry Officer further ordered for recording the evidence of other witness but neither the workman nor his defence representative attended the inquiry proceedings.

Now the question arise whether non-disposing of the application dated 30-7-2001 will be fatal for conducting Inquiry by the Inquiry Officer?

The proceedings before the Inquiry Officer and the proceedings before the Administrative Tribunal are of different nature than the proceedings before the civil and criminal court. Provisions of Indian Evidence Act and procedural law are not as such applicable in the departmental proceedings and the proceedings before the Administrative Tribunal. The proceedings run on the basis of equality, justice and good conscious. It is not open for the Inquiry Officer or for the Administrative Tribunals to close the proceedings just on the grounds that they complainant is not available for recording evidence. If there is other evidence, which can be filed before the Inquiry Officer in departmental proceedings or before the Administrative Tribunals, that evidence cannot be ignored. Moreover, it is not mandatory that statement of complainant be recorded at priority. The statement of other witnesses may be recorded first and these statements may succeed with the statement of the complainant. No prejudice is caused to the workman, if the statement of complainant is not recorded at the opening of departmental proceedings. Thus, Inquiry Officer has rightly proceeded further for recording the evidence of other witnesses without examining complainant. As stated earlier, if the complainant is not available for recording the statement, it does not mean the closing of inquiry proceedings. It is also the settled principle of service jurisprudence that if the evidence recorded by the Inquiry Officer is sufficient to prove the misconduct of the workman, it is not open to the workman to challenge the inquiry proceedings on the grounds that statement of complainant was not recorded.

As stated earlier, proceedings before the Administrative Tribunal and departmental proceedings are on different stretcher. At one place on nature of departmental proceedings and proceedings before the Administrative Tribunals, Hon'ble justice Krishna Iyer has stated that Even there should be no allergy to hearsay evidence in departmental proceedings and proceedings before the Administrative Tribunals if such evidence had credibility. Meaning thereby that if the statement of the complainant has not been recorded during departmental proceedings and the proceedings before the Administrative Tribunal and the other evidence in the departmental proceedings or before the Administrative Tribunal is sufficient to prove the misconduct of the workman, it cannot

be challenged merely on the grounds for not recording the statement of the complainant. If the complaint is established by other cogent and credible evidence, non recording the statement of the complainant will not be fatal. Accordingly, non-recording the evidence of Miss. Lakhbir Kaur does not afford the opportunity to the Inquiry Officer for stopping the proceedings of Inquiry as prayed the workman. If any order has not been passed by Inquiry Officer on application dated 30-1-2001, for stopping the inquiry proceedings and Enquiry Officer continue with the inquiry proceedings, it will not be fatal and will amount to rejection of the application. The Inquiry Officer has specifically asked the workman and his defence representative to proceed further in the inquiry proceedings according to law. But just on the issue that the statement of Miss. Lakhbir Kaur had not been recorded, it was not open to the workman to challenge the inquiry proceedings on the grounds of illegality. Inquiry Proceedings were perfectly legal even if the statement of Miss. Lakhbir Kaur had not been recorded. On this pretext that the inquiry proceedings be closed because the statement of Lakhbir Kaur had not been recorded, the workman, never turns up before the Inquiry Officer, inspite of the fact that Inquiry Officer has informed workman and his defence representative for all dates on which the proceedings of inquiry were held. Neither the workman nor the defence representative of the workman appeared before the Inquiry Officer and it cannot be said to the violation of principle of natural justice. The workman has voluntarily opted for non appearance before the Inquiry Officer and he cannot be permitted to take the benefit of his own wrong and latches. It was not within the domain of the Inquiry Officer to compel the workman or his defence representative to avail the opportunity of being heard Inquiry Officer has given. It was the duty of the Inquiry Officer to afford all possible reasonable opportunity of being heard, which were afforded. On perusal of entire proceedings, it is clear that the workman was himself guilty for non-availing the opportunity of being heard. Where all possible opportunity of being heard is given and the workman has not availed that, it is not open to the workman to challenge the inquiry proceedings on the grounds of violation of any rules of principle of natural justice.

As more as statements of 15 witnesses were recorded by the Inquiry Officer I have gone through the statement of all witnesses. As started earlier, proceedings before this Tribunal runs on the basis of equity and good conscious. Justice requires that even if hearsay evidence, which has credibility and admissibility, should be accepted by the Inquiry Officer and the Administrative Tribunals. Miss. Lakhbir Kaur has identified the workman for his sexual misbehavior committed on the night of 15-3-2001 in ICU. She has identified the workman twice in the presence of

different set of witnesses and all those witnesses have been recorded by the Inquiry Officer. It is also before this Tribunal that the workman allegedly outraged the modesty of Miss. Lakhbir Kaur and made derogatory comments of sexual nature while she was under Tracostomized. I have gone through the Medical dictionary meaning of Tracostomized. It means a surgery on wind pipe. Several witnesses who are medical science experts have expressed the opinion that during Tracostomized, patients remain in conscious state but unable to speak. It has also come before this Tribunal that by raising finger the complainant has recognized the workman for outraging her modesty and making derogatory remarks and comments in the presence of all the witnesses. All the witnesses in whose presence the complainant has recognized the workman for allegedly committing misconduct have been recorded. As per the provisions of Indian Evidence Act, it should be the statement of complainant and complainant only which is material. As stated earlier that provisions of Evidence Act are not applicable in departmental proceedings and proceedings before this Tribunal. This effect will be that if the statement of all the witnesses and other materials on record proved the misconduct beyond any shadow of doubt, it will not be fatal in departmental proceedings and proceedings before Administrative Tribunals, that the complaint is not available for the evidence. It is the only difference in the proceedings before civil and criminal courts and the departmental proceedings.

The conducts of the workman is also to be seen by the Tribunal. Right from the beginning either on one pretext or the other, he tried to linger on the departmental proceedings. He approached the Director PGIMER twice for change of Inquiry Officer unsuccessfully. He raised the issue for change of Inquiry Officer with out any material support to the Minister of Health, Government of India. He also approached Hon'ble Punjab and Haryana high Court of on the issue of change of Inquiry Officer unsuccessfully. There is no iota of evidence adduced by the workman what was the prejudice caused to him if the Inquiry Officer had not been changed. He was unable to mention even a single instance which can show any act of biased opinion of the Inquiry Officer towards him. Moreover, the Inquiry Officer seems to act very fairly. The act of Enquiry Officer for suo moto stop the proceedings of inquiry just by moving an application by workman to Director PGIMER for change of Inquiry is sufficient to prove that Inquiry Officer was working very fairly. Inquiry Officer was appointed by the competent authority and he was bound to continue with the inquiry unless until not directed otherwise. The Inquiry Officer has rightly proceeded with the inquiry proceedings according to law. It is also important to mention that the workman illegally tried to interfere in the inquiry proceedings once again by moving the application dated 30-7-2001 on

the ground that the complainant is not available; the inquiry proceedings must be stopped. The Inquiry Officer has rightly recorded the statement of as more as 15 witnesses. As stated earlier, I have gone through the material on record including the statement of all the witnesses. The circumstances clearly establish that he was workman and workman only who had tried to outrage the modesty of complainant Miss. Lakhbir Kaur and made derogatory comments of sexual nature while she was in ICU on the night of 15-3-2001. All the Witnesses, who are senior Doctors of the PGI and co-workers of the workman have established it clearly that workman has outraged the modesty of a patient by intentionally touching her breast and making derogatory remarks. Indian society and particularly the woman in the Indian society are still suffering with some stereo-types. The younger girl of marriageable age as per the circumstances prevailing in Indian society shall try to refrain herself from recording such type of evidence, which is against her modesty. It does not mean such stereo-type should give benefit to the workman for his committed misconduct. If the misconduct is otherwise proved, then the statement of Miss. Lakhbir Kaur, it will be sufficient for the Inquiry Officer and for Administrative Tribunals to decide the matter on the basis of other evidence. Thus, for the reasons recorded in the body of the award, I am of the view that a fair, properly well reasoned inquiry was conducted by the Inquiry Officer. I am also of the view that all possible opportunity of being heard was afforded by the Inquiry Officer to the workman. There were laches, mistakes and faults on behalf of the workman in availing the opportunity of being heard and accordingly, the law of service jurisprudence does not permit him to challenge the inquiry proceedings and the proceedings before the Administrative Tribunal on the grounds of violation of principles of natural justice. On the basis of above, I am also of the view that Inquiry Officer has rightly given his findings on the charge well proved against the workman. The disciplinary authority after affording the opportunity of being heard has rightly awarded the punishment of dismissal of the workman from the service. The punishment awarded in my opinion is proportionate to the committed misconduct to outrage the modesty of the young girl admitted to ICU. She was under the protection and care of the staff of PGIMER and Doctors and if this trust is breached, there should be no sympathy in awarding punishment. The workman has breached the trust and confidence of the patient, who had been in ICU of PGIMER and accordingly, the workman has rightly been dismissed from the services. The reference is answered accordingly. Let Central Government be approached for publication of Award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 30 मार्च, 2010

का. आ. 1079.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एस. टी.सी. मूवर्स प्रा.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, मुम्बई के पंचात (शिकायत संख्या सी. जी.आई. टी. 2/3 ऑफ 2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2010 को प्राप्त हुआ था।

[फा. सं. एल-12025/1/2010-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 30th March. 2010

S. O. 1079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Complaint. No. CGIT-2/3 of 2003) of the Central Government Industrial Tribunal -cum-Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of M/s S.T.C Movers Pvt. Ltd. and their workman, which was received by the Central Government on 28-01-2010.

[F. No. L-12025/1/2010-IR(B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II AT MUMBAI.****PRESENT****A. A. LAD****PRESIDING OFFICER:****Complaint No. CGIT-2/3 OF 2003****in****Reference No. CGIT- 2/61 OF 2002**

Transport & Dock Workers Union,
P.D Mello Bhavan, P.D. Mello Road,
Carnac Bunder, Mumbai-400038. ...Complainant

Versus

STC Movers Pvt. Ltd;
STC Building,
275, Reay Road,
Mumbai- 400011 ...Opponent

APPEARANCE**For the Complainant:** Mrs. Gayatri Singh, Advocate**For the Opponents:** Mr. B.K. Ashok, Advocate.

Date of reserving the Award : 8-10-2009

Date of Passing the Award : 11-12-2009.

**COMPLAINT UNDER SECTION 33 AND 33-A OF THE
INDUSTRIAL DISPUTES ACT, 1947.****AWARD**

1. The Complainant above named has filed Complaint under Section 33 and 33-A of the Industrial Disputes Act, 1947 requesting to hold and declare the change introduced in the service conditions is illegal and by that Opponents have contravened the provisions of Section 33 and 33-A of the Industrial Disputes Act, 1947 and request to direct the Opponents to restore the service conditions which were prevailing prior to 10-1-2003 with further directions to pay the workmen overtime wages for the duty performed in 3rd shift and also regarding weekly off stating and contending that, the Opponent (Sr. No.2 in Reference No. CGIT-2/ 61 of 2002) is guilty of contravention of the provision of Section 33 of the Industrial Disputes Act, 1947. It is contended that, the Union entered in Memorandum of Understanding dated 22-6-2000 in respect of deployment of workers of the Opponent in shifts together with pattern of availing weekly off as per Clause 1(a) and (b) of the said MoU. Said MoU reads as under:

“(a) Day and Night shifts in continuation to be treated as normal shifts and the third shift, if worked will be treated as over time shift.

(b) All workmen will be entitled to get staggering weekly off with pay.”

It is contended by the Union that, the Opponents without any notice, as required Under Section 9A of the Industrial Disputes Act, 1947 cannot introduced change in service conditions of the workmen and as such it attract Item 6 of Schedule IV of the Act introduced change in respect of Clause 1(a) and (b) of MoU which contravene the service conditions of the workman covered in Reference No. CGIT-2/6 of 2000 and that, the said change was orally effected from 10th January, 2003 in respect of shift workmen to the effect that “The workmen will not be paid overtime wages for duty performed in 3rd shift after having worked continuously in Day and Night Shift.”

2. It is stated by the Union that, the service conditions, as per Clause 1(a) of MoU, the work performed in 3rd shift was paid over time wages, which is discontinued from 10-1-2003 onwards and the work performed in 3rd shift is treated as normal shift and that, the service conditions as per Clause 1(b) regarding staggering weekly off with pay, the workmen were entitled to staggering off once in every two weeks and as per the said change brought now the workmen will be entitled to get staggering once in a month. It is contended that, the change in service conditions as availed by the workmen, as per clause 1(a)

and (b) of the MoU has been changed illegally by the Opponents without following the provisions of the Industrial Disputes Act, 1947 which amounts to illegal change in service conditions and therefore it is void. The Complainant, therefore, prays that, the Opponents be directed to restore the service conditions which were prevailing prior to 10-1-2003 with further directions to pay the workmen overtime wages for the duty performed in 3rd shift and also for the work done at weekly offs and restore the service conditions prevailing prior to 10-1-2003.

3. This is disputed by the Opponent by filing its reply at Exhibit 7 stating and contending that, the complaint filed by the Union is false, baseless, mischievous, malicious, vexatious and deserves to be dismissed in limine.

4. It is further contended by the Opponents that, it has not changed the service conditions of the workmen as regard to any matters connected with the disputes, nor it has altered to the prejudice of the workmen concerned any service conditions of the workmen. It is stated that, the present system of working is prevailing since a long time and the workmen are working as per the prevailing system right from 1-1-2003 till today and as such the question of changing the service conditions of the workmen to their prejudice during the pendency of the proceedings does not arise at all. It is therefore, contended that, the Complaint filed by the Union Section 33 and 33-A of the Industrial Disputes Act, 1947 is false, baseless, misconceived and without any substance which deserve to be dismissed.

5. It is stated by the Opponents that, w.e.f. 10-1-2003 because of lack of work in the dock area, the Opponents had called a meeting of the Union with the representatives of the complainants Union viz. Mr. P.K. Raman and Mr. Bote Patil. It is stated that, the said meeting was called on 3-1-2003 and it was attended by the workmen's representatives consisting of Mr. Krishna Kumar Pandey, Mr. Madukar Devkar, Mr. Gurvinder Singh and others. It is stated that, prior to the said, workmen had resorted to illegal and unjustified strike effective from 1-1-2003. It is contended by the Opponent that, in the said meeting after the protracted discussions, the workmen and the Union representative Mr. P.K. Raman (Secretary) and Mr. Bote (Jt. Secretary) agreed that with effect from 10-1-2003 the workman of day shift shall work in the day shift and further the workmen will work in 2nd shift and 3rd shift as the case may be. It is stated that, in other words, the workmen duties were divided in 3 group shifts viz. ABC to work 3 shifts after every 3 days. It is stated that, the said division was done in accordance with the provisions of the law as well as after having discussions with representatives of the Union. It is stated that, pursuant to the said discussions and oral understanding arrived at between the parties workmen started reporting in the shift

from 10-1-2003 and have been continuously working without any interruption till today, the Opponents had to resort to the said system of working in consultation with Union as aforesaid because work of Opponents was considerably reducing day by day. It is stated that, in the meeting which was held on 3-1-2003 with the Secretary and Jt. Secretary of the Complainant/Union, the workmen's representative Mr. Krishna Kumar Pandey, Mr. Madukar Devkar, Mr. Gurvinder Singh the Director of the Company Mr. B.V. Sheregar had proposed to retrench 50% of the employees because of lack of work in the dock area due to heavy recession prevailing in the market or in the alternate he had proposed to laying off of the employees for a period of six months to one year. It is stated that, the Secretary of the Union, Committee Members and the workmen who were present in the said meeting pleaded with the Director of the Company that, he should not resort to drastic action like retrenchment or lay off or partial closure of the Company and agreed to work in all the shifts including the night shift and third shift, therefore, the said system was introduced with effect from 10-1-2003 and according to the oral discussions and oral Memorandum of Understanding, the workmen are working in the shifts without any difficulties.

6. It is stated by the Opponents that, with the introduction of the above working arrangement, the Opponent Company can provide work to the workmen instead of resorting to direct action of retrenchment, lay-off, partial closure etc. It is stated that, the Secretary and Jt. Secretary of the Union and all representative of workmen Mr. Pandey, Mr. Duskar, Mr. Gurvinder Singh and the workmen gave their consent for the introduction of the working arrangement for the simple reason that the jobs of several workmen could be secured and not to create any unemployment and the workmen and Union agreed to take one shift work from the operators on the said grounds since past one year and even the Drivers and the Cleaners were instructed by the Secretary and Jt. Secretary of the Union to work in the shifts as per the understanding reached between the Union and the workmen. It is stated by the Opponents that, as a result of the said system as per oral understanding, there was no loss of wages at any time either to the drivers and to the cleaners. It is stated that, in fact workmen had earlier resorted to strike on 1-1-2003 and thereafter after reaching the understanding with the Union in a meeting held on 4-1-2003 with Secretary and Jt. Secretary of the Union workmen resumed their duties w.e.f. 5-1-2003 and they agreed to implement the above said working system without any overtime and after having discussion with co-workmen and agreed to work from 1-1-2003. After obtaining consent from all the drivers, and cleaners and have continued to work which was introduced from 1-1-2003 and that even operators working as per above system since last one year as stated above. It is stated by

the Opponents that, therefore, it cannot be said that, the Opponents have changed the service conditions of the workmen to their prejudice. It is stated that, in filing the present Complaint the Complainant Union has suppressed several material facts from the knowledge of this Tribunal and have thus filed false and baseless complaint, making false grievance in respect of change in the service conditions of the workmen to the prejudice of the workmen. It is stated that, even while arriving at an understanding the Union and the workmen had informed the Management that they were agreeing to the system because that would save their daily conveyance and travelling time from residence to work place and also it would save their jobs and would not create any unemployment.

7. It is stated that, in furtherance to the Memorandum of Understanding dated 22-6-2000 when the condition of work in the Bombay Port Trust Area did not improve the Opponent Company had introduced in consultation with the Union, the present system of shifts working in accordance with the law. The opponents further state that apart from the Opponent Company, several other companies like M/s National Freight Career, M/s Ganesh Container, M/s Marine Forwarding Corporation, M/s Eagle Freight also introduced the same system. It is stated that, the said system is introduced only with the sole intention to survive and not to create unemployment amongst the group of the workmen.

8. It is stated by the Union that, MoU dated 22-6-2000 was replaced by another oral understanding which was agreed upon between the Secretary, Jt. Secretary of the Union, workmen's representative Mr. Pandey, Mr. Madhukar and Mr. Gurvinder and the Directors and the same agreed by them with a view to curtail the wastage of expenses and pursuant to the said oral understanding the Opponent Company had increased the commission of Drivers and cleaners and therefore, there was no monetary loss to the workmen and the workmen and the Committee Members had gladly accepted the said system of working and the proff of the said understanding can very well be established as the workmen accepted the increased commission payable to drivers and cleaners was almost double. It is further stated that, therefore, there is no question of violating any of the provisions of Section 9A of the Industrial Disputes Act, 1947 and change or altering the conditions of service to the prejudice of the workmen under item 6 of Schedule IV of the Act did not arise at all. It is also stated by the Opponents that since workmen agreed and worked as per the changed understanding and accepted the monetary benefits it cannot be said that the Opponents Company had violated and/or altered the conditions of service of the workmen. It is stated by the Opponents that, as on the date the workmen are getting 3 weekly off days for every 15 days and are getting more

than 52 weekly off days in a year, hence it has not changed any conditions of service and in fact the workmen are getting 3 weekly off days for every 15 days therefore there is no substance in the complaint filed by the Union in respect of weekly off.

9. It is stated by the Opponent that, various statement mentioned in the Claim Statement are in correct and the Union has suppressed several material information and facts from this Tribunal and has thoroughly misguided this Tribunal by making false, baseless, absurd statements which are unparalleled in the history of industrial jurisprudence and pray that, the Complaint be dismissed.

10. Rejoinder is filed by the Complaint at Exhibit 8 denying the contentions raised by the Opponents and narrating the same story as stated in the Complaint.

11. In view of the above following points arise for my consideration which I answer as under:

POINTS	FINDINGS
1 Whether oral change effected from 10-1-2003 in respect of shift working preventing workmen to claim over time performing duty in 3rd shift is legal one?	No
2. Whether said change require to maintain ?	No
3. What order?	As per order passed below.

REASONS

12. Complainant Union by filing this Complaint challenge the decision of the Opponents who decided to make change with effect from 10-1-2003 in respect of the overtime wages for duty performing in 3rd shift declaring that, workmen working in the 3rd shift will not be entitled for over time. It is alleged that, said is illegal and not admitted to the Union saying that, Management cannot introduce the said change since it is against customary concessions and availed in the service conditions of the workers working in the establishment of the Opponents. It is case of the Union that, there was no agreement in between the Union and Opponents. It is case of the Union that, Union did not consent for the said change and without consent of the Union management has introduced the said change by which the workers have to work in 3rd shift without over time wages which is against their interest. So they pray to discontinue the said change brought into effect w.e.f. 10-1-2003 and request to restore the service conditions which were prevailing before 10-1-2003. This is disputed by the 1st Party saying that, there was an oral discussion and oral agreement between Union leaders and the Management. As per oral agreement Union agreed to accept the said change and it was introduced right from

10-1-2003. Even all workers are working as per that. There was no protest or agitation about the said decision taken by the Opponents since said change was introduced as per the oral consent given by the Members of the Union. It is stated that, now they cannot raise dispute about the same. According to Management they have every right to make any change for the benefit of the Opponents. Besides workers are getting benefit of 3 weekly off days for every 15 days. It is further stated that, they are getting more than 52 days weekly off days in a year. It is a case of the Management that, under these circumstances it is not changing service conditions and in fact workers are getting 3 weekly off days for every 15 days and it benefits them. So it is prayed that, prayer prayed by the Union deserves to be rejected.

13. To prove that, Union filed affidavit of one of its Member at Exhibit 13 i.e. affidavit of Madhukar R. Deokar, in lieu of his examination-in-chief, who on oath states that, said change is illegal and it contravenes Item 6 of Schedule IV of the Industrial Disputes Act, 1947 and said change is also contrary to clause 1(a) (b) of the MoU which Management cannot incorporate and force it on the workers. It is stated that, said change was orally effected from 10-1-2003 in respect of the shift workers and the workmen are not getting over time for duty performed in 3rd shift after they worked continuously in day and night shifts and the workmen were not paid overtime. It is stated that, said system is continued from 10-1-2003 which is against the interest of the workers and it definitely affect on service conditions of the workers. It is stated that, said change is contrary to Section 9A of the Industrial Disputes Act, 1947 and Opponents cannot continue that. There was not cross from the Management side to this witness. So the evidence of this witness remained unchallenged.

14. Complaint then was fixed for cross from the Management side. However, dates were taken by the Management but it did not chose to cross-examine the witness of the union who deposed against the change and stated that, the change is illegal. Besides no evidence is led by the Management to show that, there was a oral meeting as alleged and the said change was introduced with the consent of the Union w.e.f. 10-1-2003. Beside mere reading of the alleged change reveals that, the workers are not getting over time for 3rd shift from 10-1-2003, when workers are not getting over time in 3rd shift after 10-1-2003 definitely it is loss to the workers. That means workers have to work without over time in 3rd shift. Under these circumstances one will not accept that, when workers have to work in 3rd shift then question will arise when they are not getting over time? No consent of the Union is shown given by the Union to the said change which permit Management to discontinue the practice of giving over

time in 3rd shift. It is case of the Union that, workers working in 3rd shift are entitled for over time. Said statement is made on oath and said remains unchallenged and nothing is stated by the Management on that point and no evidence is brought on record to show that, there was oral meeting and oral consent of the Union which empowers the Management to make the said change. When that is the situation one has to conclude that it is illegal change in violation of Section 9A of the Industrial Disputes Act, 1947. It reveals that, said change is brought by the Management at its sweet will and it also reveals that, it is one sided change made by the Management and introduced it without discussions and without consent of the Union. When that is the position said change is require to declare as illegal since it is not introduced with the approval of the Union and by following procedure under Section 9A of the Industrial Dispute Act, 1947 and such it require to set aside with directions to the Management to discontinue it and continue the practice which was prevailing prior to 10-1-2003 relating to said over time in 3rd shift. So I answer these points in negative and passes the following order:

ORDER

(a) Complaint is allowed;

(b) Management is directed to discontinue the change which was brought into effect from 10-1-2003 and permit the workers working in 3rd shift to claim over time as per the practice prevailing prior to 10-1-2003;

(c) Under the circumstances no order as to its costs.

A. A. LAD, Presiding Officer

Bombay

11th December, 2009

नई दिल्ली, 30 मार्च, 2010

का.आ. 1080.—चूँकि मैसर्स नीको कापोरेशन लिमिटेड, कोलकाता, पश्चिम बंगाल [कोलकाता क्षेत्र में कोड संख्या डब्ल्यू बी./368 के अंतर्गत] (इसके पश्चात् इसे प्रतिष्ठान के रूप में उल्लिखित किया गया है) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसके पश्चात् इसे अधिनियम के रूप में उल्लिखित किया गया है) की धारा 17 की उप-धारा (1) के खण्ड (क) के तहत भारत सरकार द्वारा दी गई छूट के निरसन हेतु आवेदन किया है।

2. चूँकि उपयुक्त प्रतिष्ठान को उक्त अधिनियम की धारा 17(1)(क) के अन्तर्गत दिनांक 01-04-1953 से छूट की अनुमति देते हुए 29-01-1963 की अधिसूचना भारत के राजपत्र में प्रकाशित की गई थी।

3. इसलिए, अब उक्त अधिनियम की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा उपयुक्त प्रतिष्ठान को दी गई छूट 25 मार्च, 2010 से निरस्त करती है।

[संख्या एस-35017/6/2009-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 30th March, 2010

S.O. 1080.—Whereas M/s. NICCO Corporation Limited, Kolkata, West Bengal [under Code No. WB/368 in Kolkata region] (herein after referred to as the establishment) has applied for cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (herein after referred to as the Act).

2. Whereas a notification dated 29-01-1963 granting exemption w.e.f 01-04-1953 under Section 17 (1) (a) of the said Act to the said establishment was published in the Gazette of India.

3. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the said Act the Central Government, hereby, cancels the exemption granted to the said establishment with effect from the 25th March, 2010.

[No. S-35017/6/2009-SS. II]

S.D. XAVIER, Under Secy.

नई दिल्ली, 1 अप्रैल, 2010

का. आ. 1081.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 60/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-04-2010 को प्राप्त हुआ था।

[संख्या एल-41012/125/98-आई आर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 1st April, 2010

S. O. 1081.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.60/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of Northern Railway and their workman, which was received by the Central Government on 01-04-2010.

[No. L-41012/125/98-IR(B-1)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAM PRAKASH, HJS, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 60/99

BETWEEN

Sri Bechelal C/o Sri Dinanath Tiwari,
Divisional Organisation Secreatary,
Uttar Railway Karamchhari Union.
119/74, Quarter No. 61,
Naseemabad,
Kanpur

AND

Northern Railway,
The Divisional Railway Manager,
Allahabad.

AWARD

1. Central Government, MOL, New Delhi, vide order No. L-41012/125/98-IR (B-1) dated 22-3-99 has referred the following dispute for adjudication to this tribunal—

2. Whether the action of the management of the Assitant Engineer Northern Railway Etawah, vide order dated 20-9-96 terminating the service of Sri Beche Lal is legal and justified? If not what relief the workman is entitled to?

3. Brief facts are Uttar Railway Workers Union its claim statement on behalf workman.

4. Sri Beche Lal making a prayer that domestic inquiry conducted by the opposite party is illegal unnatural and the order of termination dated 20-9-96, be declared illegal and he should be reinstated with arrears of back wages and consequential benefits be provided to him.

5. It is stated that the workman Beche Lal was appointed on the post of Trolly Man after medical fitness in a regular way under Assistant Engineer Etawah of the opposite Party. In the year 1989 when he was working as gang-man under PQRS Northern Railway Etawah, he became seriously ill with effect from 5-5-89 to 5-9-89 and thereafter he used to fell ill, which may be proved from the letter of Construcion Inspector Etawah being dated 1-7-92. It is stated that when he was working under OP.W.I Phaphund, his wife became seriously ill and after giving an application for one month leave with effect from 8-6-92 he went to his home. He continued moving application for leave due to illness of his wife, then his leave was extended

and sanctioned for 4 months with effect from 8-4-92, again he submitted an application extending leave from 12-11-92 to 7-3-93, but since there was no positive recovery in the health of the wife of the applicant he again he also fell ill and both of them went to PHC Kheragarh on 22-10-93. He was treated till 14-9-94 and his wife treatment continued till 8-8-96. He continued sending application for leave to the opposite party and on 2-4-96 and 13-12-95 he sent the letter by registered post. During the illness when he came to know that considering his absence an inquiry officer has been deputed then he moved and application on 6-11-95 and prayed that due to his illness and illness of his wife he could not appear during the inquiry proceeding. He was given the copy of the alleged inquiry report dated 19-3-96 on 2-8-96 on which he submitted the expalanation on 12-8-96, vide order of AEN NR Etawah dated 17-8-96 and vide letter dated 21/ 23-8-96 he was given the duty and it was ordered that the period from 8-6-92 to 8-8-96 he treated as unauthorized absence. In this way he was treated on duty on 9-8-96 and he performed the duty. P.W.I. has provided him a pass dated 20-9-96 and asked him to report before AEN NR Etawah on which he appeared before him on 20-9-96 and thereafter he came to Phaphund and continued to work. According to pay slip of September 96, he was paid the wages of 30 days. Thereafter the workman was ceased from work on 16-10-96, written by of AEN NR Etawah. But the date under signature is 30-9-96. He made an appeal to D.E.N. N.R. Allahabad on 18-11-96, but he does not come to know what action has been taken. It is further pleaded that the inquiry proceedings were conducted ex-parte unlawfully as the claimant could not appear before the inquiry due his and illness of his wife. He could not produce his defence and inquiry officer has submitted his report on 19-3-96 and thereafter vide order dated 20-9-96 his services were terminated. He has been provided punishment twice for the same cause of action which is illegal and unjust. Enquiry report is against the principle of natural justice.

6. Therefore he prayed that the action of the management be declared as illegal and he be reinstated in service with all consequential benefits and with full back wages.

7. Opposite has contradicted the aversion made in the claim statement. It is stated by them that the claimant has absconded from duty and a number of letter were sent and thereafter SF-5 was sent and he was asked to appear in the inquiry proceedings, it was also written that if he did not appear then the inquiry may be conducted exparte, but he did not appears on a single day and he did not care and did not reply. Finding no alternative the opposite party

sent report of the enquiry officer dated 19-3-96 by regisetered post, which was received undelivered. Thereafter he himself received after five months the report of the inquiry after appearing in the office of the opposite party. Thereafter considering his unauthorized absence before 9-8-96 he was permitted to be taken on duty on 9-8-96. Thereafter the claimant did not reply the show cause notice and on the basis of the inquiry report and considering the report, the opposite party removed the claimant from service, which was received by the workman on 4-10-96. Claimant has not made any appeal against that order, therefore, the removal order has become final. The claim is time barred and the claimant is not entitled to any relief accordingly the claim is liable to be rejected.

8. Claimant has filed rejoinder contradicting the aversions of the written statement and reiterating the own version.

9. Claimant has filed 20 papers vide list 13/1 dated 29-5-01. The claimant has also filed 11 papers vide list 26.1 dated 2-7-04.

10. Opposite party has filed 7 papers vide list paper no 12/1. These papers are photocopy of medical certificate of wife of Bechelal Ext.M.1, letter by AEN Etawah to Bechelal dated 19-3-96 Ext M-2, Removal Order dated 20-9-96 by AEN Ext.M-3, Acknowledgement dated 4-10-96 Ext.M-4, Acknowledgement dated 2-8-96 Ext M-5, Photocopy of envelop sent through registered post Ext. M-6, application of Bechelal for duty Ext. M-7 and no other papers have been filed by either of the parties.

11. Both the parties has adduced oral evidence also. Claimant has adduced himself as W.W.I Bechelal. Opposite party has adduced M.W.I Sri Umesh kumar Verma, Divisional Engineer.

12. I heard the arguments considered the whole record and also perused the evidence led by the contesting parties carefully.

13. It is the contention of the authorized representative of the claimant that the whole inquiry was conducted ex-parte, no charge sheet was served, and no witness was examined by the enquiry officer. It is further contention of the representative for the workman that when the claimant appeared in the office of the opposite party on 2-8-96, then he was given the copy of the enquiry report dated 19-3-96. Opposite party has also filed final order dated 20-9-96 where by the services of the applicant were removed from the opposite party. Authorized of the claimant has also invited my attention on this paper. Under the signature of the AEN he has put on the date 30-9-96 where the order indicates a date dated 20-9-96. This order

also indicates that SF-F was issued on 5-8-94 which was acknowledged on 6-9-94 but this fact has not been proved by the opposite party and there is no copy of charge sheet SF-5 alleged to have been issued in the name of the workman which is very fatal on the opposite party. In column 5 of this order there is a mention of inquiry completed on 19-3-96 attended by person himself whereas this fact has been established that the claimant has not attended any enquiry proceedings as stated by the opposite party themselves in their written statement. But what are the inquiry proceedings dated 19-3-96 has not been placed either in original or in the shape of photocopy by the opposite party himself, though a photocopy of the same has been filed by the claimant. I have perused this finding also. Enquiry Officer has mostly considered his previous absence in his inquiry. He has written that he has perused leave account but he did not mention what leave account has been perused. He has not taken any copy of that account. He has not asked any person to depose before him. When there is a case of removal from service it was incumbent upon the opposite party to file copies of all the inquiry proceedings and the evidence recorded by him and the witness should have been produced in the tribunal also. Opposite party could have adduced the evidence oral as well as documentary in the tribunal also to prove the allegations leveled against the employee.

14. In the evidence M.W.1 stated that the claimant was removed from service on 4-10-96 whereas there is no such date of termination. Termination order is dated 20-9-96 and purported to have been signed on 30-9-96. It may be pointed out that as stated by the management witness that the services of the workman were removed vide order dated 4-10-96, but on the record no such order dated 4-10-96 is available. In this respect claimant alleged that the opposite department has paid him the salary for whole month of September 1996, then how this order dated 20-9-96 could be passed by the opposite party, M.W. 1 stated in the cross that whatever notices were the registry were sent to the claimant it has been recieved back in the office of the opposite party whereas before conducting inquiry it is case of the opposite party that the notices and copy of the SF-5 (Charge sheet) were sent to the address of the claimant by registered post and when he did not reply then the proceedings conducted ex-parte. Both the things are contradicted to each other.

15. It is also the contention of the claimant he has been awarded two punishment for the same offence. Letter no., M-7 filed by the opposite party which is an application of the claimant and there is an order of the opposite party which indicates that he has already awarded by AEN/ETW office as reduced two stage in time scale for 5 years for unauthorized absence with effect from Setember 1990 to October 1991 and this order is dated 10-8-96. It is also contended that thereafter he has been removed from service.

He claims that it amounts to double jeopardy.

16. Considering all the facts and evidence I find the inquiry conducted by the opposite party against the claimant is not just and fair and is also against the principle of natural justice as the opposite party has failed to establish this fact before the tribunal also, therefore, at any rate the action of the opposite party railway cannot be sustained in the eye of law.

17. Claimant has Placed reliance on a Civil Misc. Writ Petition No. 2391 of 90 Allahabad High Courtt, Uma Shanker Yadav Versus Registrar Cooperative Society decided on 11-5-92. It is held that even though the workman has failed to submit his explanation to the charge sheet it is obligatory that notice of inquiry indicating time and date of inquiry be sent to him.

18. He also placed reliance upon a decision CA No. 1786 of 97 decided on March 6, 1997, between the United Planters Association of Southern India and K.G. Sangameswaran and other rendered by Hon'ble Supreme Court. Where in it is held that domestic inquiry is defective, deficient or at all not held- Appellate authority would require Parties to produce evidence and to decide whether charges establishes or not.

19. Therefore, considering the principle laid down by the Hon'ble High Court and Apex Court I also Find that the domestic inquiry conducted was no inquiry and it was against the all canons of rules of natural justice. Therefore, the reference is decided in favour of the claimant and against the opposite party. However it is held that considering unauthorized absence of the claimant for a longer period opposite party has not given him the salary for that period which appears to be justified.

20. It is also the claim of the claimant that he had made appeal against the inquiry order Whereas opposite party has denied, if such appeal is pending opposite party is directed to dispose it off accordingly to law expeditiously.

21. Reference is decided accordingly.

Date: 17-3-10

RAM PARKASH, Presiding Officer

नई दिल्ली, 5 अप्रैल 2010

का. आ. 1082.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नार्थदन रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 31/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2010 को प्राप्त हुआ था।

[सं. एल-41012/178/2005-आई आर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th April, 2010

S.O. 1082.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2006) of the Central Government Industrial Tribunal-Cum-Labour Court I, Chandigarh as shown in the annexure, in the industrial dispute between the management of Northern Railway and their workman, received by the Central Government on 05-04-2010

[No. L-41012/178/2005-IR (B-I)]

SURENDER SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDERA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR, COURT-I, CHANDIGARH.

Case ID No. 31/2006

Shri Chain Singh S/o Sh. Sohan Singh Village Bada Panwar, Post Office, Sujampur, Tehsil-Pathankot, Distt. Gurdaspur, (Punjab)

...Applicant

Versus

(1) The Senior Divisional Engineer, (III) Northern Railway-Ferozepur, Ferozepur.

(2) The Asstt. Divisional Engineer, Northern Railway (Punjab), Jalandhar Cantt.(Punjab), Jalandhar (Punjab)

...Respondent

APPEARANCES

For the Workman Shri Deepali Puri.

For the Management: Shri N. K. Zakhmi.

AWARD

Passed on:-23-3-10

Government of India vide notification no.L-41012/178/2005 (IR(B-1), dated 8.6.2006 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management i.e. of Asstt. Engineer, Northern Railway, Jalandhar Cantt. of removing of Shri Chain Singh S/o Shri Sohan Singh, Gangman from service w.e.f. 27-07-98 was justified? If not, what relief the workman is entitled to and from which date?”

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. The case of the workman in nut shell is that due to the illness of his son, who expired thereafter, the workman could not

perform his duties regularly and approached the higher authorities for taking him on duty but all in vain. He also approached to the higher authorities vide letter dated 2-1-2004 through speed post addressed to Respondent no. 4 for allowing him to join duties but his efforts proved to be fruitless. He was terminated from the services without any notice, retrenchment compensation or without conducting any enquiry.

The management appeared and contested the petition by filing written statement. It is contended by the management that the reference is not maintainable because of delay and laches on the part of the workman. The workman without assigning any reason and without moving any application for leave absented unauthorizedly from 14-2-95. He was charge sheeted for unauthorized absent on 27-9-97 and ex parte enquiry was conducted against him. He was not available for serving of notice, hence notice was pasted on notice board and enquiry was conducted. After conducting the enquiry he was removed from the services on 27-7-98. Suddenly on 2-1-2004 the workman right a letter to the management seeking permission for resuming duties. He raised a demand notice on 16-9-95 and on failure of conciliation proceedings, this reference.

Parties were afforded the opportunity for adducing evidence. Workman filed his affidavit and he was cross-examined by learned counsel for the management. Considering the illiteracy of the workman special protection by the Tribunal was given. Tribunal tried to provide him the legal assistance but rules governs the business of the Tribunal does not permit to provide any legal assistance. Moreover, the Act itself authorized the Presiding Officer to do the needful and to adopt its own procedure. Thus, on behalf of the workman the witness of the management was cross-examined by the Tribunal itself. Management has also filed all the documents ex. M2 to M8 regarding the enquiry proceedings and the enquiry report.

I have heard the parties at length and perused the materials on record. It has come before this Tribunal that no notice was served upon the workman before conducting the enquiry. Workman in his statement of claim has tried to give the different colour to his unauthorized absent. In para no. 3, he has stated that w.e.f 22-12-92 he remain on sick leave for 12 to 13 days and on providing the fitness certificate he resumed the duties on 21-8-93. This period is not at all in dispute and has no concern with the present reference. In Para no. 4 he stated that due to the illness of his son, who expired thereafter, he could not perform his duties regularly. He has not mentioned any date from which he remain absent from the duties. He has not denied that he remain absent from 14-2-95 as alleged by the management. He has only stated that he approached respondent no. 4 through speed post letter dated 2-1-2004. He has failed to prove that in between 1995 to 2004 he has

approached any of the Railway Authorities even once. The departmental proceedings are different then other type of proceedings. Departmental proceedings run on the basis of justice, equity and good conscious. The prime concern is of principle of justice. Meaning thereby, justice, equity and good conscious requires that a fair, proper and reasonable opportunity of hearing must be given to the person against whom enquiry is pending. In this refence, enquiry officer while conducting the enquiry has not issued the notice upon the workman his residence. The reason is that address of Pathankot was provided with by the workman to the department. The workman was transferred from Jammu to Pathankot. He has not provided with his residential address of Pathankot to the department. He was not available in the office for provided with the address to the management for serving of notice. Under such circumstances there was no option left for the enquiry officer to place the notice on the notice board before conducting enquiry. The Tribunal should be conscious for the right of hearing of the alternative person but it is also the responsibility of the Tribunal to see the discipline and work culture in any department is not diminished and compromised. Full opportunity of being heard was afforded by this Tribunal and the workman has admitted before this tribunal that he has not moved any medical certificate, any application for leave before his absence. Meaning thereby, the workman absented from the duties w.e.f. 14-2-95 without informing the management. The workman has only state that he has absent from the duties because of his serious illness of his son, who thereafter, expired, but what prevented the workman to inform the management that his son is not well is not clear? Now the question arise whether administrative inaction and laxity should be tolerated by the department just on the alleged ground of violation of the principle of natural justice. For me, absenting from the duties for continuously nine years is such misconduct where no thought should be given except on the issue whether the enquiry officer has taken sincere efforts for issuing notice to the workman? Such unauthorized absent affects the work of the management adversely. If the workman without assigning any reason and without informing the deparment absent, it is not possible for the management to make alternative arrangements and work culture is bound to be affected. Moreover, discipline which is backbone of any institution should not be compromised.

As per the provisions contained in the Industrial Disputes Act, if the Tribunal is of the opinion that fair, proper and reasonable enquiry was not conducted, the Tribunal has to pass the order for conducting the enquiry by the Tribunal itself. No doubt, the Tribunal has not passed any order of conducting of enquiry but full opportunity of being heard was given to the workman before this tribunal he has admitted that he has not moved any application for leave for extension of his leave before his absence. He has also admitted that he has not moved any medical certificate to the department. Thus, where the workman has admitted is unauthorized absent for a long period in the proceedings before the Tribunal, under my

view, no inference against the management should be taken on his account of failure of serving the notice at the address of the workman where the workman failed to provide his residential address at the new place of posting. Thus, on account of the admission that he has absented unauthorized and has not shown any cause to the department before 2-1-2004 for his absence, I am of the view that workman is barred to claim to raise the issue of violation of the principle of natural justice.

Workman absented from 14-2-95. He was charged sheeted on 27-9-97 and after conducting ex parte enquiry was removed from the services from 27-7-98. He wrote a letter to the management on 2-1-2004. The workman was given full opportunity to prove that what was he doing from 27-7-1998 to 2-1-2004? He did not bother for 6 years and suddenly on 2-1-2004 wrote a letter to the department for permitting him to join the duties and raised an industrial dispute on 16-2-2005. There should be no sympathy for such type of workman who has no concern with the business, decorum and discipline of the department he was serving. It is true that period of limitation for raising industrial dispute is not mentioned in the Industrial Disputes Act, but, it is the settled should be no sympathy for such type of workman who has no concern with the business, decorum and discipline of the department he has serving. It is true that period of limitation for raising industrial dispute is not mentioned in the Industrial Disputes Act, but, it is the settled principle of service jurisprudence that it should be raised within the reasonable time. If it is said after reasonable time, sufficient cause has to be shown by the workman. Workman absented from the services w.e.f. 14-2-95, was change sheeted on 27-9-97 and was removed from the services on 27-7-98. He raised the industrial dispute on 16-6-2005 after writing a letter on 2-1-04. There is no explanation given by the workman what was he doing from the date of removal to the date of writing a letter to the management on 2-6-04. This is six years period which is unexplained. The only reason shown by the workman is that he was busy in the treatment of his son who expired thereafter. Not a single document for the illness of his son has been filed. The date of death of his son has not been given. Not only this tribunal but anybody may be sensitized and sympathized for the cause of sad demise of the son of the workman, but this sympathy has no concern with the business of the department. Any decision by the department and administrative Tribunals on administrative in action and laxity should not be taken on any sympathy at the cost of indiscipline. Thus, the workman is also guilty of latches and delay. On both of the counts, there is no force in the claim of the workman and he was rightly removed from the services. The reference is accordingly answered. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2010

का. आ. 1083.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एपेक्स को-ओप बैंक ऑफ. अरबन बैंकस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के पंचाट (संदर्भ संख्या 34/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2010 को प्राप्त हुआ था।

[सं. एल-12012/112/2001-आई आर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th April, 2010

S. O. 1083.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2001) of the Central Government Industrial Tribunal Mumbai as shown in the Annexure in the Industrial Dispute between the management of Apex -Co-op. Bank of Urban Banks, and their workmen, received by the Central Government on 5-4-2010.

[No. L-12012/112/2001-IR(B-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II AT, MUMBAI

PRESENT : A. A. LAD, PRESIDING OFFICER

Reference No. CGIT-2/34 OF 2001

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF APEX CO-OPERATIVE BANK OF URBAN BANKS
OF MAHARASHTRA & GOA LTD.

- (1) The Managing Director,
Apex Co-Op. Bank of Urban
Banks of Maharashtra & Goa Ltd,
Nariman Point, Mumbai 400 021
- (2) Shri J.N.L. Srivastava, IAS (Retired)
Liquidator, Apex Urban Co-op.
Banks of Maharashtra & Goa,
Sharada Sadan, 2nd floor,
11, Sayyed Abdulla Brevli Road,
Fort, Mumbai 400 001

....First Party

And

Their Workman,

Shri Anil B. Waikar,
Dwarka Bhayyachi Chawl,
18/C-17, Ghodapadev,
D.P. Wadi,
Mumbai 400033

....Second Party

APPEARANCE:

For the Employers : Mr. M.V. Bhat, Advocate
For the Workman : Mr. M.B. Anchan,
Advocate

Date of reserving the Award : 25-1-2010

Date of passing the Award : 19-2-2010

AWARD

The reference is sent to this Tribunal by the Under Secretary of the Government of India, Ministry of Labour by its Order No.L-12012/112/2001/IR(B-I) dated 22nd March, 2001 in exercise of the powers conferred by clause (d) of sub-section (1) sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following disputes to this Tribunal for adjudication:

“Whether the action of the management of Apex Co-op. Bank of Urban Banks of Maharashtra & Goa Ltd., Mumbai in terminating the services of Shri Anil B. Waikar, Driver-cum-Attendant w.e.f. 10-5-1999 is justified? If not, to what relief the workman is entitled?”

(2) Claim Statement is filed by the 2nd Party at Exhibit 5 making out the case that, he applied for the post of Driver by this application dated 13-5-1996 and he was issued with a letter of appointment dated 1-6-1996 wherein it is informed that, he was appointed on temporary basis for a period till 30th September, 1996 on a consolidated salary of Rs.2000- per month. It is contended by the 2nd Party that, he accepted the said letter of appointment and performed his duties diligently and efficiently after resuming his work in June, 1996. It is his case that, thereafter he was continued and was issued with a letter of appointment dated 4th April, 1997 appointing him initially on probation and thereafter continued as a confirmed employee of the Bank. It is contended by the concerned workman that, the said probation came to an end on 31st December, 1997 and thereafter he was continued in the employment of the 1st Party as his performance was found to be satisfactory. It is contended by the 2nd Party that, however, in the said letter dated 4th April, 1997 he was informed that, his designation would be that of Office Attendant-Cum-Driver and should work and report directly to the General Manager of the 1st Party and accordingly the 2nd Party reported to the Deputy General Manager and was doing his work sincerely and diligently.

(3) It is contended by the 2nd Party that, suddenly in the month of April, 1998 false and baseless allegations were levelled against the concerned workman in as much as it was alleged against him that he was not obeying the orders of the superiors and was indulging in habitual absenteeism. It is contended by the 2nd Party that, the concerned workman submitted his apology on 7th August, 1998. It is contended by the 2nd Party concerned workman

that, instead of accepting the said apology and closing the issue, 1st Party started taking vindictive approach towards him. It is contended by the 2nd Party that, evidence was created to show he was rash and negligent in driving. It contended by the concerned workman that, there is no single complaint either from the Chairman or from Vice-Chairman, whose vehicle was mostly driven by the concerned workman, to justify any action against the concerned workman in as much as if there was allegation against the concerned workman. It is contended by the concerned workman that, the said allegations were necessary to be required and considered. It is contended by the concerned workman that, the 1st Party tried to create record against him by issuing memos and informed him that, his work was not found satisfactory. 2nd Party concerned workman states that, 1st Party tried to terminate his services for one reasons or the other when it was found that, the workman could not be faulted on the services rendered by him and terminated from 10-5-1999. It is contended by the 2nd Party concerned workman that, the termination of his services is ex-facie illegal and bad in law. It is further contended by the concerned workman that, if his services have been terminated due to the misconduct allegedly committed by him it was necessary for the 1st party to hold a proper domestic inquiry and in the absence of such inquiry 1st Party/Bank could not have terminated the services of the concerned workman. It is contended by the 2nd Party that, 1st Party has not placed any cogent or valid material on record in support of allegations warranting action against the concerned workman. It is further contended by the 2nd Party that, if his services have been terminated by way of discharge simplicitor then there is breach of Section 25(F), 25(g) and 25(h) of the Industrial Disputes Act, 1947 in as much as the bank was required to pay retrenchment compensation and other legal dues to the concerned workman at the time of his alleged termination. It is further contended by the concerned workman that, 1st party has not placed any material warranting justified on that the services of the concerned workman can be terminated. It is further contended by the concerned workman that, before approaching this court the concerned workman had filed a Complaint of unfair labour practice under the provisions of M.R.T.U. & P.U.L.P. Act 1971 which was opposed by the 1st Party contending that, the bank was a multi-State Co-operative Bank and therefore the appropriate Government was the Central Government and not the State Government. It is contended by the 2nd Party that, rely upon the aforesaid contentions, the concerned workman choose to withdraw the Complaint and sought liberty from the Hon'ble Labour Court to approach the proper forum in view of the said pleadings regarding maintainability of the said complaint and the said liberty was granted and the concerned workman after withdrawing the said Complaint of unfair labour practice, sought to challenge his termination by this Reference. It is contended by the

concerned workman that, this is a case of victimization which has resulted in rendering the concerned workman unemployed between two factions and groups within the 1st Party Bank which is unjustified and illegal. 2nd Party concerned workman therefore prays that, the termination notice be quashed and set aside with directions to the 1st Party to reinstate him with benefits of back wages and continuity of service.

4. This is disputed by the 1st Party No. 1 by filing Written Statement at Exhibit 8 making out the case that, the concerned workman was working with it as a Mechanic-cum-Driver. It is contended that, the concerned workman was appointed vide its letter dated 1st June, 1996 on temporary basis and he worked with the Bank till 30th September, 1996 on a salary of Rs. 2000 per month. It is contended that, thereafter the concerned workman was appointed as a Driver w.e.f. 3-10-1996 on a salary of Rs. 3,000 per month and thereafter vide letter dated 4-4-1997 he was appointed as an Office Attendant-cum-Driver to the Deputy General Manager. It is contended that, the behaviour of the concerned workman was not good and that, he was behaving arrogantly with his seniors and was driving the car negligently and carelessly. It is further contended that, due to his negligence, carelessness & rash driving, he met with accidents on several occasions and he was not at all obeying the instructions of his superior in this regard. It is further contended that, on 10th October, 1997 the concerned workman was specifically asked to leave the car at Mahim Guest House after leaving the Chairman at V.T. Station and instead of leaving the Car at Mahim Guest House, on 10-10-1997 he left the said Car at Mahim Guest House only on 13-10-1997 in bad shape. It is further contended that, it was noticed that, the concerned workman used the said Bank's car for about 3 days without any intimation and the knowledge of the officers of Bank and subsequently the Car met with an accident due to negligence and careless driving of the concerned workman. It is further contended that, on 14-10-1997 while driving the car, it was noticed that, the car was not in working condition and hence, the mechanic was called who gave estimate of Rs. 5000 to Rs 6000 for repairing the said car. It is contended that, the concerned workman was not obeying the instructions of his superior and that, he was using the Bank's car behind the back of the concerned officers and he was not adhering to the instructions/guidance given to him by the Bank in respect of using of the car. It is contended that, the workman was served with a letter of warning dated 14th October, 1997. It is further contended that, it had given a letter dated 20-9-1997 to the concerned workman specifying his duties and inspite of that, he was not performing his duties as specified in the said letter. It is contended that, when the concerned workman was questioned on his adamant behaviour, he used to get enraged on his superior and started remaining away from work. It is contended that, since the workman remained

away from work without the knowledge of the 1st Party Bank or without obtaining permission he was issued a letter dated 6-4-1998 and he was placed under suspension w.e.f. 7-4-1998. It is contended that, since the concerned workman gave a letter of apology on 7-8-1998 the said letter of suspension was withdrawn.

5. It is further contended by the 1st Party No. 1 that, the concerned workman was driving Car No. 2191 and some where in the month of October, 1998 he took the Chairman and Vice chairman of the 1st Party where due to his negligence and careless driving the said Car he met with an accident. It is further contended that, due to the said accident, car was damaged badly and luckily the Chairman and the Vice Chairman of the Bank were saved and when he was questioned about his rash and negligent driving, he gave rude reply to the chairman and the Vice Chairman and he did not show any respect to both of them. It is contended that, after the said accident the workman was not respecting the Chairman and Vice Chairman and he always used to give arrogant reply to both of them. It is contended that, on that hence the concerned workman was served with a show cause notice dated 27th October, 1998 and after receipt of the same the concerned workman gave a letter of apology and in view of the said apology 1st Party No. 1 withdrew the said show cause notice.

6. It is further contended that, the concerned workman remained absent from 1-11-1998 to 23-11-1998 without obtaining prior permission of getting his leave sanctioned. It is contended that, it could have taken a serious action against the concerned workman in view of the fact that, the concerned workman was rash in driving the car and also the car was met with an accident on account of his rash driving on several occasion and not only that, concerned workman was not maintaining the car properly and was using abusive language against his superiors including the Chairman and the Vice Chairman of the 1st Party No. 1. It is contended that, since it takes a lengthy process to issue him charge sheet and conduct an enquiry before issuing the termination order, 1st Party No. 1 decided to warn the concerned workman for his various acts of misconduct by their letter dated 24-11-1998. It is further contended by the 1st Party No. 1 that, even after giving several opportunities to the concerned workman he did not improve his behaviour. It is contended by the 1st Party No. 1 that, after the accident to the said car it, had to spend about Rs. 1 lakh towards its repairs. It is further contended by the 1st Party No. 1 that, it could not tolerate the misbehaviour and the loss received to it hence it decided to take a serious action against the concerned workman and served upon him show cause notice dated 8th April, 1999 and his misconduct was enumerated in the 1st Party No. 1's letter dated 26-4-1999. It is further contended by the 1st Party No. 1 that, inspite of giving letters dated 8th April, 1999 and 26th April, 1999 the concerned workman

failed to show improvement in his behaviour and said 1st Party could not tolerate hence Bank had to take a serious action against the concerned workman and it felt that, no purpose will be served to conduct enquiry against the concerned workman after giving him show cause notice and charge sheet since the concerned workman had already made the Bank to suffer heavily and every now and then the concerned workman used to threaten the officials and senior officers of the Bank with dire consequences. It is further contended by the 1st Party No. 1 that, every then and now and then the workman used to threaten the officers that if at all the Bank takes any action against the concerned workman, the officers have to face dire consequences out the Bank premises. It is contended by the 1st Party No. 1 that, it would have been justified to take action against the concerned workman after following the due process of law, but the 1st Party No. 1 had to dilute the procedure before taking serious action against the concerned workman and 1st Party No. 1 had decided to terminate the services of the concerned workman without conducting the enquiry. It is further contended by the 1st Party No. 1 that, if at all had the 1st Party No. 1 tried to conduct the enquiry, there were every possibilities of assaulting the 1st Party No. 1's officers by the concerned workman and that, the concerned workman would have become more violent and it would have been difficult to control the concerned workman. It is further contended by the 1st Party No. 1 that, since the concerned workman was working directly under the Chairman and Vice Chairman of the 1st Party and that to prove the misconduct, the Chairman and the Vice Chairman had to attend the enquiry for giving evidence and since the Chairman is the number 1 executive of the 1st Party and that, no one can expect the Chairman to attend the enquiry to give evidence against the workman of the Bank it decided to give go bye for conducting enquiry.

7. It is further contended by the 1st Party No. 1 that, after evaluating the situation and after evaluating the gravity of the misconduct committed by the concerned workman, 1st Party No. 1 decided to take a drastic action against the concerned workman and issued a letter of dismissal dated 10th May, 1999 to the concerned workman and reserves its right to justify the order of termination before this Court by examining its witnesses. It is contended that, it be allowed to examine its witnesses to justify the order of termination served on the concerned workman and submits that, the order of termination served on the concerned workman is just, legal and proper.

8. It is denied by the 1st Party No. 1 that, the concerned workman was performing his duties diligently and efficiently as alleged. It is contended by the 1st Party No. 1 that, the letter of probation dated 4-4-1997 was served on the concerned and he was continuously working as a probationer thereafter and subsequently he was designated as Attendant-cum-Driver. It is contended by the 1st Party No. 1 that, in fact no confirmation letter was given to the

concerned workman and he was working continuously on probation only and unless and until the concerned workman is served with a letter of confirmation, he is supposed to be a probationer and that, he cannot acquire the right of permanency. It is denied by the 1st Party No. 1 that, the allegation levelled against the concerned workman is false, baseless as alleged and when he submits his apology letter dated 7-8-1998 that itself shows that, the misconduct levelled against the concerned workman was admittedly to him and were true and the same has not been challenged by the concerned workman nor ever denied the misconduct levelled against him in the letter served upon him and there is no question of taking vindictive approach towards the concerned workman as alleged since the misconduct committed by him is mentioned in various letters served on the concerned workman. It is contended by the 1st Party No.1 that, why the 1st Party Bank should create a false evidence in respect of rash and negligent driving of the concerned workman? It is further contended that, the accident which took place while driving the Car by the concerned workman itself indicates the rash driving of the concerned workman and in the said accident, luckily the Chairman of the 1st Party No.1 was saved and therefore, it cannot be said that, the concerned workman was not driving the Car rashly. It is further contended by the 1st Party No.1 that, it could have stopped the concerned workman immediately when the accident took place and also when he was behaving rudely with the Chairman and Vice Chairman of the 1st Party No. 1. It is further contended by the 1st Party No.1 that, it had given several opportunities to the concerned workman to improve his behaviour but inspite of that, he failed to improve his behaviour. It is further contended by the 1st Party No.1 that, the safety of the 1st Party No.1's Property and its officials is most important and that knowing fully well that, the concerned workman was driving the Car of the Chairman he should have been most diligent in driving the Car. It is further contended by the 1st Party No.1 that, it could have enquired into the said allegation by giving an opportunity to the concerned workman but the situation created by the concerned workman was such that, it was impossible for the 1st Party to proceed with the formality of conducting an enquiry against the workman and the 1st Party had to take a decision to dismiss the concerned workman from the services of the Bank. It is denied by the 1st Party No. 1 that, without any fault of the concerned workman his services have been terminated on 10th May, 1999. It is further contended by the 1st Party No.1 that, the various grounds taken by the concerned workman challenging the dismissal order served on him are baseless, misconceived. It is further contended by the 1st Party No.1 that, the only contention taken by the concerned workman that, no domestic enquiry was held and no opportunity was given to him to explain the charges levelled against him has no meaning. It is further contended by the 1st Party No.1 that, the apology letter given by the concerned workman and

the various correspondence took place between the concerned workman and the 1st Party No.1 shows that, the concerned workman was guilty and that, no prudent employer would like such a workman to continue in the services of the 1st Party No. 1 Bank as the continuation of the services of such a workman in the Bank was harmful in the interest of the 1st Party Bank. It is further contended by the 1st Party No.1 that, under these circumstances, it cannot be said that, merely because not conducting a domestic enquiry before issuing the dismissal order, the said dismissal order cannot be held to be bad, as alleged. It is contended that, by giving an opportunity to justify its order of dismissal by adducing proper evidence it does floats the provisions of Industrial Disputes Act, 1947. It is denied by the 1st Party No. 1 that, no material was before it to dismiss the employee. It is admitted by the 1st Party No.1 that, Complaint filed by the concerned workman under the M.R.T.U and P.U.L.P Act, 1971 before the Labour Court was withdrawn by him since Central Government is the 'appropriate Government' and he approached the Labour Commissioner (Central). It is further contended by the 1st Party that, the termination notice served on the concerned workman is legal and proper and the same is justified and the concerned workman is not entitled to any of the orders or relief as prayed.

9. 2nd Party concerned workman filed rejoinder at Exhibit 9 repeating the same contentions as made out in the statement of Claim and denied the contentions raised by the 1st Party in its Written Statement.

10. 1st Party No.1 by its application dated 11th July, 2006 at Exhibit 25 contended that, in view of the directions of issued by the Apex Court Reserve Bank of India has cancelled the licence given to the 1st Party No.1 Bank and Central Registrar of Co-operative Societies has passed on order to wind up activities and business of the 1st Party No.1 and appointed a Liquidator under Section 89 (1) of the Act and to implead Liquidator as 1st Party No.2 in this Reference. Accordingly 2nd Party by his application dated 30th August, 2006 impleaded Shri J.N.L. Srivastava, IAS (Retired) as Liquidator who filed additional written statement at Exhibit 29 disputing the claim of the 2nd Party stating and contending that, the Central Registrar of Co-operative Societies and Joint Secretary to the Government of India, has changed the name of the 1st Party No. 1 Bank i.e. Apex Co-operative Bank of Urban Banks of Maharashtra and Goa Ltd. to Apex Urban Co-operative Bank of Maharashtra and Goa Ltd. and accordingly, the said Authority has issued Amendment to Certificate of Registration dated 22-2-2001. It is further contended that, the Reference is made by the Government of India before this Tribunal to adjudicate the dispute raised by the 2nd Party Workman and since the Government has made a reference to this Tribunal it is for the Government of India, i.e. the Regional Commissioner of Labour to implead the Liquidator as a Party to the above Reference. It is his case

that, the concerned workman without approaching the Regional Labour Commissioner for impleading the Liquidator as a Party to the Reference suo motu, approached this Tribunal for impleading the Liquidator as a party to the proceeding hence impleading Liquidator as a party to the above reference is not tenable in law and no relief should be awarded in favour of the 2nd Party. It is his case that, the liability of the liquidator is only to the extent of the dues payable to the 2nd Party concerned workman in the event this Tribunal directs 1st Party No. 1 Bank. It is stated that, however, concerned workman cannot now seek any relief of reinstatement in view of the liquidation proceedings and also in the event of appointment of Liquidator. It is his case that, moreover, money can be parted with in favour of the concerned workman in the event of passing any Award by this Tribunal in favour of the concerned workman only to the extent of availability of funds with the Liquidator after satisfying the priority claims and hence this Tribunal should not pass any order in favour of the workman which will affect the liquidation proceedings. It is its case that, as per the provisions, the Liquidator is immune from certain proceedings and he is answerable only to the Central Registrar under Multi State Cooperative Societies Act. It is contended that, the parties are required to obtain prior permission from the Central Registrar of Co-operative Societies before impleading the Liquidator as party. It is contended that, in the present case, the 2nd Party concerned workman has failed to obtain the necessary permission from the Central Registrar of Co-operative Societies and hence this Tribunal should not pass any orders binding the Liquidator.

11. It is further contended by the Liquidator that, the misconduct committed by the 2nd Party concerned workman is of grave nature and he is not entitled to seek any relief and does not deserve any relief. It is further contended that, due to his reckless driving the Bank had to incur huge amount for repairing the vehicle etc. and when the misconduct committed by the concerned workman is so grave even, as per the judgement of the Apex Court, he is not entitled to get any relief and prayed. It is stated that, the reliefs sought by the concerned workman does not deserve to accept. It is further contended by the Liquidator that, after the termination of the services of the concerned workman he is in gainful employment as a Driver and the concerned workman failed to disclose his gainful employment and it has been held by various High Courts and the Apex Courts that, the driver cannot be said to be unemployed and that, the gainful employment of a driver is within his knowledge only. Hence, it is submitted that no monetary benefit in favour of driver should be encouraged and prayed that, the reference be rejected.

12. 2nd Party concerned workman filed rejoinder, to the written Statement of the Liquidator, at Exhibit 30 stating and contending that, the written statement submitted by the Liquidator has not been signed by the Liquidator and

the same has been signed by the Manager hence the same is invalid and be not take on record. It is further submitted by the 2nd Party that, he raised the dispute with the bank on 20-11-1999 and with the Assistant Labour Commissioner (Central), Mumbai on 22-11-1999 when the Liquidator was not appointed, the Central Government referred the dispute in 2001 and the Liquidator was appointed on 2-12-2005. It is contended that, when he raised the dispute with the Assistant Labour Commissioner the question of impleading the Liquidator as a party does not arise and when he came to know that, the Liquidator has been appointed he made an application for impleading him as a party and according he is impleaded as a party and the reference is tenable. It is contended by the 2nd Party that, since his termination is illegal he is entitled to be reinstated with back wages. It is denied by the 2nd Party that, prior permission from the Central Registrar of Co-operative Societies to implead the Liquidator as a Party is necessary. It is further contended by the 2nd Party that, for the alleged misconduct the bank has not issued any charge sheet to his and no inquiry was held, hence the termination of his services is against the principles of natural justice, illegal and invalid and he is therefore entitled to the reinstatement with benefits of back wages. he submits that, he is not gainfully employed.

13. In view of the above pleadings Issues were framed by my Ld Predecessor at Exhibit 10 which I answer as follows:

ISSUES

FINDINGS

- | | |
|---|-----------------|
| 1. Whether the action of the management of Apex Co- op. Bank Urban Bank for Maharashtra & Goa Ltd. Mumbai in terminating the services of Shri Anil B. Waikar, Driver-cum-Attendant w.e.f 10-5-1999 is legal and justified ? | No |
| 2. If not what relief Shri Waikar is entitled to? | No relief |
| 3. Whether prayer of the 2nd Party sustain against Liquidator also ? | No |
| 4. Whether impleading Liquidator without permission of the Registrar of co-operative Societies is tenable ? | No |
| 5. What relief 2nd Party can get against Liquidator? | Does not arise. |

Reasons:

ISSUE No. 1:

14. Employee involved in the reference worked with the 1st Party as a Driver. By levelling number of allegations including allegations of rash and negligent driving, insulting officers by abusing them and talking with them

arrogantly, committing accident with the vehicle of the 1st Party and what not. Though number of such allegations were levelled and charge of negligence and allegations of misbehaviours with officer, allegations of insulting officers, allegations of not driving the vehicle properly and damaging it were levelled. But admittedly no charge sheet was served levelling these charges against the concerned workman. No enquiry was conducted. No opportunity was given to the concerned workman to give his say on the said allegations still said charges were considered by the 1st party in terminating the services of the 2nd Party workman. Even from the evidence brought on record it does not reveal that, such an action was taken, it does not reveal that, charge sheet was served, by giving opportunity to the concerned workman to explain the alleged allegations. When all these serious allegations were alleged against the concerned workman and no enquiry was conducted on the said alleged charges, by giving opportunity to the concerned workman to justify his behaviour in my considered view it require inquiry to consider with that gravity. Even officer of the 1st Party examined at Exhibit 9 admits that, no enquiry was conducted by issuing charge sheet while dismissing the concerned workman. Even he admits that, no opportunity was given to the concerned workman by mentioning above charges levelled against him and even no retrenchment compensation was paid to him before terminating his services. So all this reveals that decision taken by the 1st Party in terminating the services of the 2nd Party though taken on the alleged various serious allegations of misconduct, insulting officers and abusing them, damaging vehicle, driving it rashly and negligently in my considered view, it does not permit 1st Party to take action as taken in the instant case. Even no case is made out why it unable to conduct inquiry. The case on that, 1st Party try to place that, he was dangerous person have no reason to accept steps taken by 1st Party. So definitely decision taken by the 1st Party in terminating the services of the concerned workman on such allegations without show cause notice or without issuing charge sheet or without conducting an enquiry have no legal force and sanctity. So I have to observe that, the decision taken by 1st Party in terminating the services of the 2nd Party was not just and proper. So I answer this issue to that effect.

ISSUE NOS. 2 TO 5:

15. By disputing the termination 2nd Party claim that he was illegally terminated and claims reinstatement with benefit of back wages and continuity of services. On that the stand taken by the 1st Party that, now 1st Party is not in existence and there is a Liquidator and without permission of the Registrar of the Cooperative Societies, 2nd Party cannot implead Liquidator and seek any relief. As far as this question is concerned it is not disputed by 2nd Party and even 2nd Party filed application requesting to carry out the amendment to implead Liquidator before seeking

permission of Registrar of Cooperative Societies. It is a matter of record that, before impleading the Liquidator there is no permission sought by 2nd Party from the Registrar of Cooperative Societies as required and nothing is justified by 2nd Party as to how it is necessary to implead Liquidator without the permission of the Registrar of the Cooperative Societies? The Liquidator has raised objection of impleading it in the reference without the permission of the Registrar of the Cooperative Societies. When there is technical objection raised by the Liquidator for impleading it as a Party in the reference without permission of the Registrar of the Cooperative Societies, in my considered view burden shifts on the 2nd Party to show that, request to implead Liquidator without permission of the Registrar of Co-operative Societies is legal one and that burden is not properly discharged by the 2nd Party concerned workman. Besides, when 1st Party establishment is not working to what extent it is liable? Besides by application at Exhibit 25 the concerned workman pray to implead Liquidator and accordingly notice was served on the Liquidator to appear. The Liquidator appeared with the written statement at Exhibit 29 raising all these objections. On that, 2nd Party filed reply at Exhibit 30 but no explanation was given as to how without permission of the Registrar of the Co-operative Societies, Liquidator can be impleaded as a party in the Reference?

16. Considering all these couple with the case made out by both, I conclude that, though 2nd Party's was illegally termination and impleaded Liquidator without permission of the Registrar of Co-operative Societies no relief can be granted against him. Now Liquidator is holding the establishment of the 1st Party. Besides liability is with the Liquidator who can be asked to discharge the same. However, no specific case is made out by the 2nd Party to what extent he is entitled. On the contrary he pray in the claim Statement that, he be reinstated with benefit of back wages and continuity of service. However, when 1st Party is not surviving and employment cannot be given in the 1st Party's establishment since it is now no more in existence and now it is taken over by Liquidator in my considered view, prayer prayed by the 2nd Party to direct 1st party to reinstate him with benefit of full back wages and continuity of service cannot be considered.

17. Considering all this coupled with the case made out by both, I conclude that, reference deserves to be rejected. Hence, the order:

ORDER

Reference is rejected with no order as to its costs.

Mumbai,

19th February, 2010

A. A. LAD, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2010

का. आ. 1084.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विक्रम साराभाई स्पेस सेंटर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अरनाकुलम के पंचाट (संदर्भ संख्या 11/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2010 को प्राप्त हुआ था।

[सं. एल-42011/5/2008-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th April, 2010

S. O. 1084.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vikram Sarabhai Space Centre, and their workmen, which was received by the Central Government on 5-04-2010.

[No. L-42011/5/2008-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri.P.L.NORBERT, B.A., LL.B., Presiding Officer

(Monday the 9th day of March, 2010/18th
Falguna, 1931)

I.D.11/2008

Union : The Secretary,
ISRO Casual Workers Union,
Valiamala, Kizhakke Bangalave,
Nedumangadu, Trivandrum
By Adv.Shri.Thomas Abraham

Management : The Controllor,
Vikram Sarabhai Space Centre,
Government of India,
Department of Space,
Trivandrum-695 022

By Adv.Shri.T.P.M.Ibrahim Khan

Thus case coming up for hearing on 04-03-2010 this Tribunal-cum-Labour Court 9-3-2010 passed the following:

AWARD

This is a reference made under Section 10 (1) (d) of Industrial Disputes Act. The reference is:

“Whether the demand of ISRO casual workers union for extending the facilities of canteen, medical and bonus to 11 workers, namely, S/Shri. B.S.Ajayakumar, V.Manian Pillai, S. Ponnayyan, K. Venugopalan Thampi, B. Mohanan, N. Sasidharan, R. Gangadharan, G. Prasad, N.Mohan Kumar, S. Raman and Y.Francis

by the management of Vikram Sarabhai Space Center is legal and Justified? If yes, to what relief the workman are entitle to?”

2. The facts of the case in brief are as follows: --The union has espoused the cause of eleven casual workers working in Vikram Sarabhai Space Centre, Trivandrum. The workers have claimed bonus and medical and canteen facilities. The union claims that these eleven workers have been working for the last 20 years and they have acquired temporary status. Yet they are not given bonus or canteen and medical facilities.

3. According to the management The Indian Space Research Organisation (ISRO) is not an industry and does not come within the ambit of Industrial Disputes Act. Vikram Sarabhai Space Center (VSSC) is party of ISRO where research and development activities of launch vehicle and allied technologies are carried out. For carrying out sporadic nature of work such as loading and unloading, furniture shifting and handling of work materials in the stores and laboratories, gang labourers are engaged on a day to day basis whenever required. These gang labourers from the locality gather at the security gate where pass is issued in the name of one for the entry of the group of gang labourers. The management does not maintain records or details of such labourers. Such workers have no right for bonus or medical and canteen facilities. Besides the eleven gang labourers there are 77 more such labourers working in different sections of the management. They are also not given facilities like medical or canteen. No bonus is also paid to them. As per the instructions of the Government the sporadic nature of work can be done only through outsourcing. Since the eleven gang labourers are not employee of VSSC they cannot get facilities enjoyed by employees of VSSC.

4. In the light of the above contentions the following points arise for consideration :

1. Is the reference maintainable?

2. Are the workers entitled entitled for bonus and other facilities?

5. The evidence consists of the oral testimony of WW1 and 2 and documentary evidence of Exts.W1 to 9 on the side of the union and MW1 and Exts.M1 to M8 on the side of the management.

6. _ Point No 1 :—The management contends that Vikram Sarabhai Space Centre (VSSC) which is part of Indian Space Research Organisation (ISRO) is not an industry and hence it does not fall within the ambit of Industrial Disputes Act. It is submitted that VSSC is not carrying on any trade or business or rendering any service to the common man but contributes to the development of the nation. On the other hand the learned counsel appearing for the union submits that VSSC is not only doing research but is also rendering service to the public in different modes and hence it falls within definition of industry. Industry is defined in S.2 (j) of I.D.Act:

“Industry” means any business, trade, undertaking, manufactures or calling of employers and includes any

calling service, employment, handicraft or industrial occupation or avocation of workman.”

The leading case by seven-Judge of hon'ble Supreme Court which reviewed and overruled the earlier judgments of S.C. on the subject is Bangalore Water Supply and Sewerage Board vrs. A.Rajappa AIR 1978 SC 548 (1978 Lab IC 467). The majority opinion was delivered by Krishna lyer J. His Lordship formulated decisive principle for identifying an 'industry' under the Act at para-161 which is extracted in Ext.M1 judgment relied on by the learned counsel for the management. Regarding research institutions the observation is contained in para 135 of Bangalore Water Supply case. It is also quoted in Ext.M1 judgment (page-8). In Bangalore Water Supply case general principles are laid down by the constitution bench. But in Physical Research Laboratory vrs. K.G.Sharma (1997) 2 LLJ 625 (Ext.M1) relied on by the learned counsel for the management, the very case of a research institute was dealt with and after-referring in detail to the decision in Bangalore Water Supply case the court concluded that PRL is not an industry.

7. The question that arose for consideration before the Hon'ble Supreme Court was whether Physical Research Laboratory (PRL) is an industry within the meaning of S.2 (j) of I.D. Act. The court observed that PRL is an institution under Government of India's Department of Space. It is engaged in pure research in space science. The purpose of the research is to acquire knowledge about the formation and evolution of the universe and the knowledge thus acquired is not intended for sale. It is not engaged in an activity which can be called a business, trade or management or an undertaking analogous to business or trade. Its activity is not connected with production, supply or distribution of material goods or services which would satisfy human need and wants. Hence PRL is not an industry. In the light of the decision it is argued by the learned counsel for the management that like Physical Research Laboratory VSSC is also a part of the department of Space and the department of Space is a wing of the Ministry of Labour and is discharging mainly regal functions.

8. The main function of VSSC is research in space and allied activities. Hence the decision is squarely applicable to the case on hand. It is not brought out in evidence as to what service is rendered to the public or what is the industrial or commercial activity that is undertaken by VSSC. Besides as per Ext. M8 order of the Ministry of Labour the Department of Space and Indian Space Research Organisation do not fall within definition of the term industry in the Industrial Disputes Act, 1947. Ext. M8 is a communication from the Ministry of Labour to the controller of SHAR Centre, Sriharikota as well as to the Employees' Union. In the light of Exts. M1 and M8 I find that VSSC is not an industry within the meaning of S.2 (j) of I.D. Act and no industrial dispute can be raised by the union and hence the reference is not maintainable.

9. Point No.2:- Assuming that the dispute is maintainable the question is whether the eleven workers

are entitled for bonus and medical and canteen facilities. The union claims that these workmen are casual labourers. They had been working for the last 20 years continuously and have acquired temporary status. But they are given only wages and no other benefits. The management does not admit that the eleven workers are casual labourers. They also deny that these workers are eligible for temporary status. According to the learned counsel for the management the scheme formed by Government of India on 10-09-1993 for conferring temporary status to casual labourers is not applicable to the workers in question because they do not fulfill the conditions in the scheme. As per 'Central Government Casual Labourers (Grant of Temporary Status Regulation) Scheme 1993' the conditions are:

- (1) The Casual Labourer should be in engagement as on the date of implementation of the scheme, that is, 10-09-1993.
- (2) They should have rendered at least one year continuous service, that is, 240 days in the case of six-day week offices and 206 days in the case of five day week offices.
- (3) They should have been engaged through Employment Exchange. These conditions are not satisfied by the workers. Admittedly the workers were not employed through Employment Exchange. They have not proved that they were in service on 10-9-1993. Ext. W8 & 9 will not help them. They have to prove also continuous service. The management contends that they are only gang labourers. They were not sponsored by employment exchange. These are local people who gather at the security gate of VSSC and according to the need the required number of gang labourers are allowed to enter the premises. They are paid on daily wage basis. They are not entitled for bonus or for any kind of facilities like canteen and medical.

10. The management has produced Exts. M2 to M7 to support their contention that the workers are only gang labourers and not casual workers. Exts. M2 and M3 are request letters for gang labourers addressed to Stores Officer. Exts. M4 to 6 are letters to CISF, Assistant Commandant to permit a limited number of labourers. Ext. M7 is a cash payment voucher showing payment of wages for loading, unloading, packing etc. It is to be noted that the nomenclature 'gang labour' does not denote the status of an employee, like regular, temporary, casual, adhoc, seasonal or piece rated etc. On the other hand Exts. W3 to 5 (b), 7 and 8 go to show that the 11 workers are casual labourers. Ext. W3 is overtime work allotment issued to six workers on 23-07-2009. Their designation is casual labourer. Some among the six are workers in the present dispute. Ext. W4 is a request of a division of VSSC to the Purchase and stores Officer requiring 5 casual labourers on 19-03-2008. Ext. W5 is a communication among officers of VSSC regarding the accident of one of the labourers by name Y. Francis

and medical reimbursement. Shri Y. Francis is described as casual labourer. He is one among the workers. Ext. W5(a) is another communication regarding the treatment of the same worker and he is described as casual labourer. Ext. W5(b) is payment of medical bill of Rs. 14,500 to the same worker who is again described as casual labourer. Ext. W7 is a list of casual labourers working at MVIT Stores, Valiamala of VSSC. The eleven workers' names are shown in the list. Ext. W8 is a letter of Deputy Manager MILC to the Stores Officer, PSLV dated 21-07-1993 requesting the Stores Officer to make payment to the eleven workers whose names are mentioned in the letter as they were engaged in the night after 10.30 p.m. on 20-7-1993. They are designated as casual labourers. Thus the contention of the management that the eleven workers are only gang labourers is belied by the very documents issued by the management.

11. The next question is whether they are entitled for bonus and other facilities. The management denies that they are eligible for any kind of facility. It is submitted by the learned counsel for the management that Payment of Bonus Act is not applicable to Central Government Department and its employees and they are paid bonus not under Payment of Bonus Act, but as per the order of the Government. One such order G.I., M.F., O.M. No.7/24/2007/E III (A), dated 28-8-2009 is produced by the management. As per the O.M. Adhoc-bonus, which is, non productivity-linked bonus equivalent to 30 days' emoluments for the accounting year 2008-'09 was order to be paid to Central Government employees. Since the eleven workers are not regular employees they cannot claim bonus. The union has not been able to point out on what basis the workers were eligible for medical or canteen facilities. Thus none of the claims put forward by the workers are sustainable.

In the result an award is passed finding that the reference is not maintainable as VSSC is not an industry within the meaning of S.2 (j) of I.D. Act and the demand of ISRO casual workers' union for canteen and medical facilities and bonus to eleven workers mentioned in the reference is not legal and justified and the workers are not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of March, 2010.

P.L. NORBERT, Presiding Officer

Appendix

Witnesses for the Union

WW1- 14-10-2009- Francis Y.

WW2- 11-11-2009- V.Venugopalan Thampi.

Witness for the Management

MW1- 05-02-2010-A.K.Somasekharan

Exhibits for the Union

W1- Letter dated 28-7-2004 sent by Shri V.Jayakumar, General Secretary, ISRO

Casual Workers Union to the Deputy Director, MVIT, ISRO, Trivandrum.

W2- Petition submitted by Shri.V. Jayakumar, General Secretary, ISRO Casual Workers Union to the Regional Labour Commissioner (Central), Emakulam.

W3- Overtime work allotment issued to 6 workers on 23-7-2009 by S.P. Samba Moorthy, Engr; SD, PMMD/QMPG.

W4- A request of a division of VSSC to the Purchase and Stores Officer requiring 5 casual labourers on 19-03-2008.

W5- Communication among officers of VSSC regarding the accident of one of the labourers by name Y. Francis regarding medical reimbursement.

W5(a)- Letter No. GAD/MVIT/GEN/09 dated 15-05-2009 of SAO, GAD-GSS/PGA.II to Shri. G. Suresh Babu, Administrative Officer, MVIT (VSSC), Valiamala in respect of Y. Francis regarding his treatment.

W5(b)- Payment of medical bill for Rs.14,500 to Shri Y. Francis.

W6- Minutes.

W7- List of casual labourers working at MVIT Stores, Valiamala of VSSC.

W8- Letter of Deputy Manager MILC to the Stores Officer, PSLV dated 21-07-1993 requesting him to make payment to the eleven workers who were engaged in the night after 10.30 p.m. on 20-07-1993.

W9- Cash Payment Voucher.

Exhibits for the Management

M1- Judgement in Civil Appeal No. 2663/1997 dated 08-04-1997 of Supreme Court of India.

M2 } Request letters for gang labourers
M3 } addressed to Stores Officer dated 09-08-2007 and 29-08-2007.

M4 }
M5 } Letters to CISE, Assistant Commandant to
M6 } permit a limited numbers of labourers.

M7- Cash payment voucher to payment of wages to loading, unloading, packing etc. to workers.

M8- Communication from the Ministry of Labour to the Controller of SHAR Centre Sriharikota and to the General Secretary, SHAR Employees' Union.

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 1085—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल शीप ब्रिडिंग फॉर्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 167/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2010 को प्राप्त हुआ था।

[सं. एल-42012/43/99-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th April, 2010

S.O. 1085—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 167/99) of the Central Government Industrial Tribunal/ Labour Court, No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Sheep Breeding Farm and their workmen, which was received by the Central Government on 5-4-2010.

[No. L-42012/43/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,-I
CHANDIGARH**

Case I D No. 167/99

The President, Distt. Agriculture Workers Union, Gali No. 9, House No. 371, Jawahar Nagar, Hissar- 125001

...Applicant

Verses

The Director, Central Sheep Breeding Farm, P. Box No. 10, Hissar-125001

...Respondent

APPEARANCES:

For the Workman : Workman in person

For the Management : Shri. Amit Sharma

AWARD

Passed on : 23-3-10

Government of India vide notification No. L -42012/43/99-IR (DU), dated 27-7-1999 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal:-

“Whether the act of Director, Central Sheep Breeding Farm, Hissar in denying regularization of services of Shri Sarjit Singh to the post of Tractor Driver is legal and justified? If not, to what relief the workman is entitled?”

After receiving the reference, parties were informed. Parties appeared and filed their respective pleadings. It is the contention of the workman that he was appointed by the management of respondent on 4-11-77 as Driver. His services were illegally terminated by the management on 9-7-83. He raised an industrial dispute and on 29-11-99 an agreement was signed in the Office of ALC, Rohtak for reinstatement the services of the workman. On 12-9-90 his services were reinstated and he was appointed as Driver again. He get the wages from 29-11-88 to 12-09-90 after long litigation. As per the policy decision of the management the process for conferring the temporary status to all the workman started w.e. f. 1-9-93. The workman was also conferred the temporary status as Tractor Driver but he was paid salary in group D in the pay scale of Rs. 1200-2040. On the basis of the judgment of the Supreme Court, the services of 10 Tractor Drivers were regularized from 4-4-88. The case of the workman was similar to the persons whose services were regularized under the order of the Supreme Court. On the basis of the above facts the workman has prayed for an order for regularization of his services w.e.f. 4-4-88 along with the same pay-scale which was given to 10 Tractor Drivers whose services were regularized under the order of the Supreme Court.

The management of respondent appeared and contested the claim of the workman by filing written statement. Most of the facts were admitted except the variation in the scale of pay and regularization of the services of the workman. It has been the contention of the management that the same scale was given to the workman which was attributed to 10 Tractor Drivers whose services were regularized under the orders of Supreme Court. It has also been contended by the management that workman was not the party in the proceedings before the Supreme Court, hence, his services were not regularized along with 10 Tractor Drivers. The vacancy fall in the year 1999 and his services were regularization w.e.f. 1-10-99 in the same pay-scale of Rs. 950-1500 revised pay scale of Rs. 3050-4590.

Both of the parties were afforded the opportunity for adducing evidence. Oral evidence was recorded. Parties were heard at length. After hearing the parties, the file was reserved for award. Vide order dated 17-07-09 this Tribunal directed the management to provide with the copy of the judgment passed by Hon'ble the Supreme Court under which services of 10 Tractor Drivers were regularized. Even after notice, management can file the copy of the judgment on 25-11-2009. Parties were heard once again and file was reserve for award.

I have gone through the judgment passed by Hon'ble the Apex Court. The only contention of the management is that workman was not the party to the petition file before the Supreme Court. The question before this Tribunal is if any person due to any reason which may be socio-economic backwardness or otherwise fails to approach the highest Court of the country, whether he should not be attributed the benefit which has been given by the Hon'ble the Apex Court to the similarly placed persons. It is not the case of the management the workman was on the different footing then that of the other 10 Tractor Drivers whose services were regularized on the basis of the above directions given by the Hon'ble the Apex Court. The position of the workman was similar to the other 10 Tractor Drivers and management was restrained by Article 14 & 21 of the Constitution to differentiate in service conditions of the workman with 10 Tractor Drivers on the ground that workman was not party in the judicial proceedings before the Supreme Court. For Article 14, the management was at liberty to make a reasonable classification. The reasonable classification should be based on the reasonable criteria. In my view, it cannot be the reasonable criteria for the purpose of Article 14 of the constitution that workman was not a party to the petition before Supreme Court. If the workman by any reason could not approach the Apex Court, he could not be debarred for the benefit the Court has given to other similarly situated persons. Accordingly, the act of the management denying the regularization of the services of the workman along with other 10 Tractor Drivers was void and unconstitutional. For all purposes workman was similarly placed with 10 Tractor Drivers whose services were regularized and the benefit attributed to them was to be given to the workman. Accordingly, for all purposes workman is also entitled for regularization of his services along with 10 Tractor Drivers and to get the same pay-scales which was given to them w.e.f. 4-4-88.

timely justice was also denied by this Tribunal. This reference came before this Tribunal in the year 1998 and the same is being answered today. Reasons may be many but ultimate sufferers was the workman. At this stage while answering the reference, I feel it my legal duty to regret to the workman for denying timely justice.

As stated earlier, workman was lawfully entitled for regularization of his services along with 10 Tractor Drivers and to get the same pay-scale w.e.f. 4-4-88 which was illegally denied.

Accordingly, the management of respondent is directed to regularize the services of the workman under the protection of the Hon'ble Supreme Court Judgment on the basis of which the service of 10 other Drivers were regularized within one month from the date of publication of the award. The management is also directed to provide the workman the same pay-scale w.e.f. 4-4-88 along with consequential benefits which was given to 10 other Tractor

Drivers. The reference is accordingly answered. Let central Government be approached for publication of award and thereafter file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 1086—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑर्डनेन्स पैराशूट फैक्ट्री के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचात (संदर्भ संख्या 71/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-10 को प्राप्त हुआ था।

[सं. एल-14012/42/2002-आईआर (ड्यु)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th April, 2010

S.O. 1086—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.71/2002) of the Central Government Industrial Tribunal/ Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Ordnance Parachute Factory and their workmen, which was received by the Central Government on 05-04-10.

[No. L-14012/42/2002-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SRIRAM PARKASH, IJIS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 71 of 2002

In the matter of dispute between

Sri Dhan Bahadur,
C/o KGN Khare,
Regional Workshop Karamchari Sangh Roadways,
Central Workshop,
Rawatpur,
Kanpur

AND

The General Manager,
Ordnance Parachute Factory,
GT Road,
Kanpur

AWARD

1. Central Government, MOL, New Delhi, vide notification No. L-14012/42/2002-IR (DU) dated 11-10-02, has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of Ordnance Parachute Factory, Kanpur in compulsorily retiring Sri Dhan Bahadur from service is just and legal? If not to what relief the workman is entitled?

3. Brief facts of the case are that the claimant Sri Dhan Bahadur has filed his statement of claim alleging that he was appointed on the post of Labour on the basis of compassionate grounds and he was continuously working. He was informed that his wife is seriously ill then he moved an application and went to his home town Nepal. Thereafter he again sent applications dated 15-8-91, 9-10-91 for leave. Thereafter he got a letter from the opposite party dated 16-10-91 before this he has sent a letter to the opposite party but was received on 29-1-92 by opposite party. Thereafter court of inquiry was set against him of which he does not have any knowledge. He got the information about court of inquiry in the year 2001 after his appearance. He sent another letter dated 21-11-92 through his wife to the opposite party. His wife has also sent a letter that the mental condition of her husband is not proper. Whatever the letters were sent by the opposite party, those were not shown to him by his illiterate wife. When he himself became medically fit he went to the opposite party having a medical fitness certificate dated 29-1-01, but he was informed orally that he has been compulsorily retired. He came to know that vide letter dated 8-12-93, he has been compulsorily retired. Thereafter he made an appeal which was also rejected. It has been prayed that the order of compulsorily retiring him is illegal and opposite party has also committed breach of the provisions of Sections 25F, 25G and 25H of Industrial Disputes Act, 1947.

4. Opposite party filed written statement. It is stated that the claimant had not informed about the illness of his wife. It is stated that a court of inquiry was conducted for the misconduct of the claimant Inquiry was fair and just following the principles of natural justice and the claimant was given full opportunity of his defence. Charge sheet was sent on the recorded address of the claimant. Thereafter the claimant did not appear for duty; neither had he made any representation against the notice within the prescribed time. again the authority sent a letter dated 31-12-91 by registered post and in reply to it the claimant tried to befool the opposite party with mala -fide intention putting a date 22-6-91, sent the certificates of his wife illness dated 22-6-91, which was received by the opposite party on 29-1-92. In that also he neither admitted nor denied the allegations. Thereafter again an opportunity was provided and registered letter dated 26-3-92 was sent. Again the notices were set by the inquiry officer on 4-5-92, 22-5-92 and 5-8-92. Again notice dated 9-1-93 and 2-9-93 were sent and he was directed to appear before the inquiry which was served upon him as the notice did not return back, but he did not appear. In the letter dated 2-2-93 the claimant has alleged that he will appear on 1-3-93 on duty, but he did not appear. Thereafter the inquiry officer conducted the inquiry

ex-parte. A copy of the inquiry proceedings was also sent on his address by registered post which was received by him but he did not file any reply. Thereafter the disciplinary authority after considering the evidence and the inquiry report and taking sympathetic view he imposed a penalty of compulsory retirement and passed the orders lawfully dated 8-12-93 which was also sent at the recorded address. After a gap of 8 years on 18-06-01, the claimant filed an appeal and after consideration it was rejected. claimant was provided full opportunity of defence.

5. claimant has filed four documents vide list 7/1 which are order of the appellate authority, and postal receipts and a certificate given by the doctor.

6. Opposite party has filed four documents vide list 10/1. These are the letters which were sent to the claimant pertaining to the inquiry, copy of acknowledgement which was received by the claimant/Copy of inquiry and other document were sent by the opposite party to the claimant and A/D concerned to that.

7. Claimant has not produced any oral evidence.

8. Opposite party has adduced oral evidence through witness Sri P.S. Chauhan M.W.I. He has stated on oath that application which was sent by the claimant for the illness of his wife was received by the opposite party department after a gap of 6 years. He stated that thorough and independent inquiry was conducted. He has filed the originals of the inquiry. After considering the report the opposite has passed an order of punishment against the claimant vide order dated 8-12-93 wherein he was compulsorily retired. There is no cross, examination from this witness.

9. There is no evidence worth the name from the side of the claimant. Pleadings cannot form the proof. Therefore, in my view the claimant has utterly failed to prove his case. Hence reference is decided against the claimant and in favour of the opposite party.

Dated: 22-03-10

RAM PARKASH, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 1087—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 26/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-10 को प्राप्त हुआ था।

[सं. एल-40012/34/2008-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th April, 2010

S.O. 1087—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No.26/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 05-4-2010.

[No. L-40012/34/2008-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 22nd March, 2010

Present : A. N. Janardanan, Presiding Officer

Industrial Dispute No. 26/2009

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of BSNL and their Workman)

BETWEEN

Sri A. Murugapandian : I Party/Petitioner
S/o Late Sri M. Arumugam
Pachamalaiyankottai (PO), Kethaiya
Koundanpatti, Sembatti Via
Dindigul-624707

Vs.

The General Manager : II Party/Respondent
Bharat Sanchar Nigam Limited
Bibikulam
Madurai - 625002

APPEARANCE:

For the 1st Party/Petitioner : Ex-parte
For the 2nd Party/Management : Sri P. Arulmudi

AWARD

The Central Government, Ministry of Labour vide its Order No. L-40012/34/2008-IR (DU) dated 16-2-2009 referred the following Industrial Disputes to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the Management of BSNL, Markampatti, in terminating the services of their workman Sri A. Murugapandian w.e.f. 01-09-2004, is legal and justified? If not, to what relief is the workman entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 26/2009 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim and Counter Statement as the case may be.

3. The allegations in the Claim Statement bereft of unnecessary details are as follows :

The petitioner employed as a Casual Labourer since 09-04-1999 as Water Boy upto 16-08-2004 was illegally terminated from 01-9-2004. He was doing work of cleaning rooms and toilets, fetching water etc. with a monthly payment of Rs. 480. He was also engaged for fetching diesel for generator for assisting cable and line faults which duties were normally endorsed by JTO or other officials. He was engaged sometimes with duty of maintenance of stores with issuance of gate pass for entry. He worked for 261 days till 31-12-1999 and for 4 full years from 01-01-2000 to 31-12-2003 and for 229 days from 01-01-2004 upto 16-8-2004 with a total number of 1946 days in all. He was continuously engaged on a regular basis. In 2004 pursuant to his representation for regularization, he was disengaged. He raised an ID before the Assistant Commissioner of Labour (Central), Madurai. The Respondent contended that he was engaged only through a Contractor. On failure of conciliation the present reference is occasioned. Hence the claim for reinstatement with all benefits.

4. The contentions raised in the Counter Statement briefly read as follows :

The claim is not maintainable and is liable to be dismissed in-limino. The petitioner was engaged only on need basis on weekly contract for a consolidated amount of Rs. 150 intermittently. It was not a permanent job. It was not for any perennial work. The claim is false. There was no question of arbitrary termination since his engagement was on need basis. The claim that he was engaged for 1940 days is false. He was engaged for more than 240 days in a calendar year. The engagement of Casual Labour is banned from 30-3-1985. He has no right to be regularized. Contractual appointment comes to an end at the end of the contract. Daily waged engagement also comes to an end when it is discontinued. The claim is to be dismissed.

5. The petitioner after having filed Claim Statement remained continuously absent. The Respondent had some intermittent appearances. Eventually petitioner ceased to be present or represented and he was called absent and set ex-parte.

6. Points for consideration are :

- (i) Whether the termination of workman Sri A. Murugapandian from the services of Respondent/Management is legal and justified?
- (ii) To what relief the concerned workman is entitled?

Points No. 1 and 2

7. There is no evidence to prove the respective contentions on either side. Petitioner is ex-parte. No material has been produced by 2nd party too. For the claim and the defence there are only the materials placed before this

Tribunal by way of written pleadings. Pleadings themselves are not evidence or proof except in relation to matters admitted. The petitioner's case is that he had been continuously engaged by the Management for 5 years and he had been attending to different types of jobs of perennial nature. He is thereafter terminated from service at a time when he had raised claim for his regularization in service to deny him regularization in service. His termination is challenged as being illegal, arbitrary and against the principles of natural justice.

8. The counter case of the Respondent is that the petitioner was engaged only as a Casual Labourer and he was not engaged for doing job of perennial nature. His engagement was on the basis of need of occasions to engage him for some works for intermittent purposes. He was appointed only on contract basis. He was only Casual Labourer. There is no question of termination. A contract labour ends at the end of the period of contract. A casual labour ends when it is discontinued. Further according to the Respondent the petitioner has not worked for more than 240 days in a Calendar year. The management prays for dismissal of the ID for the reason that the petitioner is not entitled to be regularized.

9. Going by the pleadings discernibly there are some admitted facts that the petitioner was engaged as a Casual Labour. The Management has no specific case that the petitioner had not been engaged continuously for 240 days in a Calendar Year. The specific case of the management is that he has not been engaged for more than 240 days. Again the respondent has a case that the petitioner was only engaged under a contract for which no evidence has been adduced by the Respondent on whom especially lies the burden of proof. This part of the version of Respondent appears inconsistent too when it is further averred in the Counter statement that the petitioner is only a casual labourer. The inconsistent stands on material facts tend to show the version as to its case totally improbable. There is yet another version in the Counter Statement that there is ban for engagement of casual labour since 30-03-1985 which remains not substantiated. Though no evidence is adduced on petitioner's side, from the admissions in the pleading it would be found that the petitioner was engaged as Casual Labour. There is no evidence that he was engaged under a contract. There is no specific denial either that the petitioner has worked for 240 days. The specific denial is of that the petitioner has worked for "more than" (emphasis supplied) 240 days in a Calendar year. What is required for the petitioner to claim benefit of Section-25F of ID Act is a continuous engagement for only 240 days in a Calendar Year. Since that part of the petitioner's case is not specifically denied other than in an evasive manner by the Respondent it stands proved or that is only to be taken as proved that the petitioner has worked for not less than 240 days in a Calendar Year by virtue of which he acquires right against illegal termination

under Section -25F of ID Act. The petitioner is thus entitled to protection under Section-25F of the ID Act. Hence he cannot be terminated from service as though his engagement ceases when the casual labour comes to an end. Pleadings in the Claim statement not specifically denied by the Respondent, furnish materials logically probative to a prudent mind to arrive at factual conclusions basically true on a matter within the "seizin" of the Tribunal at least to the extent of preponderating probability which in degree of proof is enough for industrial adjudication. Strict rules or technical rules of Evidence Act are not to be applied in Industrial adjudications. Law cannot be oblivious to what is obvious to others.

10. In this case the Respondent appears to have terminated the petitioner from service violating the provision of Section-25F of the ID Act which amounts to retrenchment. The termination is without notice or one month's pay in lieu of notice or compensation as payable under Section-25F of the ID Act. Therefore the termination of the petitioner amounts to retrenchment under Section 25-F of the ID Act which is illegal, arbitrary and against the principles of natural justice. Though the petitioner is ex-parte an award is not to follow automatically against him. The Tribunal has still to act in accordance with law based on the materials available on records. Admitted facts need not be proved. Admissions in pleadings and material propositions not specifically traversed in the pleadings furnish materials logically probative to prudent mind in arriving at factual conclusions. The petitioner is entitled to the relief of reinstatement into service forthwith with continuity of service and all attendant benefits. But he is not entitled to backwages. The question whether he should or should not be regularized is left to be decided by the respondent Management after his reinstatement in accordance with the norms and rules regarding recruitment in vogue and applicable in the concerned department and it is so ordered.

11. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined

For the I Party/Petitioner : None
For the II Party/Respondent : None

Documents Marked :

On the Petitioner's side

Ex. No.	Date	Description
Nil		

On the Management's side

Ex. No.	Date	Description
Nil		

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 1088—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल म्यूजियम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 21/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2010 को प्राप्त हुआ था।

[सं. एल-42012/84/2009-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th April, 2010

S.O. 1088—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2010) of the Central Government Industrial Tribunal/Labour Court, No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Museum and their workmen, which was received by the Central Government on 5-4-2010.

[No. I-42012/84/2009-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, KARKARDOOMA COURT COMPLEX, DELHI**

I.D. No. 21/2010

Shri S. K. Khanna,
House No. 236, Shyam Park,
Village Sahibabad,
Ghaziabad (U.P.).

....Workman

Versus

The Director General,
National Museum,
Janpath,
Delhi

....Management

AWARD

Shri S. K. Khanna was working with National Museum, New Delhi. He alleged that his wages from 18-4-2002 to 26-4-2006 were not paid by his employer. His services were alleged to have been terminated on 3-2-2009. He raised a demand for reinstatement. When his demand not considered by the Director General, National Museum, New Delhi, he filed a claim before the Conciliation Officer. Since conciliation proceedings failed. The appropriate Government referred the dispute to this Tribunal for

adjudication, vide order No. L-42012/84/2009-IR (DU), New Delhi dated 2nd of February, 2010, with the following terms :—

“Whether the action of the management of Director General, National Museum, New Delhi in not paying the pay and allowances to Shri S. K. Khanna for the period from 18-4-2002 to 26-4-2006 and in terminating his services w.e.f. 03/02/2009 is legal and justified? If not what relief the workman is entitled to?”

2. While making a reference to this Tribunal for adjudication, appropriate Government commanded Shri S.K. Khanna to file his claim statement before this Tribunal within a period of 15 days from the receipt of order of reference. Despite the directions so ordered. Shri Khanna opted not to file claim statement before this Tribunal.

3. Notice was sent to Shri Khanna by registered post to file his claim statement before this tribunal on 26-2-2010. Postal article was sent back by postal authorities with the remarks that address was incomplete. Postal article was sent to house No. 236, Village Sahibabad, Ghaziabad, U.P. Another notice was ordered to be sent to Shri Khanna at house No. 236, Shyam Park, Village Sahibabad, Ghaziabad, U.P., which was received back with the report that no person with the name of Shri S.K. Khanna was residing in the aforesaid house.

4. Notice was again ordered to be sent to Shri S.K. Khanna by registered post. The said notice was received back with the report that any person with the name of Shri S.K. Khanna was not residing in house No. 236 Shyam Park, Village Sahibabad, Ghaziabad, U.P. Thus it is emerging over the record that Shri S.K. Khanna is not residing at the given address. He has left for unknown destination, without any intimation either to the appropriate Government or to this Tribunal. Under these circumstances this Tribunal cannot lay its hands on Shri Khanna.

5. It is emerging out of the facts and circumstances detailed above, that Shri Khanna seems to have been reconciled with the situation. He opted not to raise his grievance before this Tribunal and left for unknown destination for good. It is evident that the dispute between Shri Khanna and the Director General, National Museum, New Delhi seems to have been subsided. Accordingly, a No Dispute Award is passed. It be sent to the appropriate Government for publication.

DR. R. K. YADAV, Presiding Officer

Dated : 31-3-2010

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 1089—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ पंजाब लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 9/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2010 को प्राप्त हुआ था।

[सं. एल-12012/335/2000-आईआर(बी1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th April, 2010

S.O. 1089—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.9/2001) of the Central Government Industrial Tribunal/ Labour Court, No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Bank of Punjab Ltd. and their workmen, which was received by the Central Government on 5-4-2010.

[No. L-12012/335/2000-IR (B-1)]

SURENDRA SINGH, Desk Officer
ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1
CHANDIGARH**

Case I.D. No. 9/2001

Harmeet Singh Bedi son of Shri Brijender Singh Bedi, House No. 640, Sector 16-D, Chandigarh.

... Applicant

Verses

The Managing Director, Bank of Punjab Ltd. SCO 46-47, Sector 9-D, Chandigarh.

... Respondent

APPEARANCES

For the Workman : Ms. Sumanjit Kaur, Advocate

For the Management : Shri. O.P. Batra, Advocate

AWARD

Passed on :- 17-3-2010

Central Government vide notification No. L -12012/335/2000-IR (B-1), dated 28-11-2000 has referred the following dispute to this Tribunal for adjudication :-

“Whether the trainee is a workman. If so, whether the action of the management of Bank of Punjab in terminating the services of Shri Harmeet Singh Bedi son of Shri Brijender Sing Bedi is legal and just ? If not, to what relief the concerned workman is entitled to and from which date?”

2. There is consent of both the parties in this industrial dispute. Statement of learned counsel for the workman has been recorded. Statement of learned counsel

for management is also recorded. Each party has given the statement voluntarily. This reference is dismissed being withdrawn on the following conditions.

(1) The management of HDFC shall withdraw the civil suit for recovery of certain amount pending before the Civil Court.

(2) The workman has a right to approach this Tribunal for restoration of industrial dispute in case of failure of management of HDFC to withdraw the civil suit.

In view of the above, the present reference is dismissed being withdrawn in lok Adalat. Central Govt. be informed for publication. File be consigned.

17-3-2010

G. K. SHARMA, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 1090—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थदन रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 7/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2010 को प्राप्त हुआ था।

[सं. एल-41012/181/2002-आईआर(बी 1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th April, 2010

S.O. 1090—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.7/2003) of the Central Government Industrial Tribunal/ Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of Northern Railway and their workmen, which was received by the Central Government on 05-04-2010.

[No. L-41012/181/2002-IR (B-1)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SRI RAM PARKASHI, HJS, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR**

Industrial Dispute No. 7 of 2003

In the matter of dispute between

Sri Ram Khilawan,,
S/o Sri Panna,
R/o 130 E, Barra-4,
Kanpur

AND

The Divisional Railway Manager,
Northern Railway,
Mordabad (UP)

AWARD

1. Central Government, MOL, New Delhi, vide notification No. L-41012/181/2002-IR (B-1) dated 13-03-2003, has referred the following dispute for adjudication -

2. Whether the action of the Divisional Railway Manager, Northern Railway, Moradabad in removal from service to Sri Ramkhilawan son of Sri Panna with effect from 18-4-01 is justified? If not to what relief the workman is entitled?

3. Applicant claimant has filed his statement of claim making a prayer that the domestic enquiry conducted by the opposite party is illegal and against the principle of natural justice and on the basis of domestic inquiry his removal vide order dated 18-04-01, be also declared as illegal and he should be reinstated with consequential benefits.

4. It is alleged that he was appointed in the year 1978 as a casual labour by PWI-II Kanpur. In the year 1987 he was made permanent on the post of gang man and he continued to work under PWI Etawah. In the year 1992, he along with 350 other employees were transferred to Moradabad Division under PWI Rampur. It is stated that during the period 11-8-99 to 9-8-2000, due to illness of his wife and his brother he remained on sanctioned leave. During this period he also fell ill. His brother had expired. Due to these reasons he sent different applications and the medical certificate to the department. He never absented knowingly. He never absented unauthorizedly. On 11-08-2000, after taking the certificate of fitness of his wife and other certificate from the local authorities he appeared before the department upon which he was permitted to join on duty and continued to work. Again with effect from 2-4-01 till 10-4-01 he remained on sanctioned leave and he came to his home town Kanpur where he fell ill on 11-4-01 and got the treatment till 19-4-01. Though the doctor declared him fit but he was not able to perform duty, then he got the treatment from the railway department with effect from 20-4-01 to 25-4-01 and after taking fitness certificate he appeared before PWI Rampur but he was not taken on duty and he was served with a removal order whereby his services were removed from 18-4-01. Opposite party conducted inquiry ex-parte violating the principles of natural justice. He was not provided with the defence opportunity; therefore, the order of removal is illegal and void.

5. Opposite party has contradicted all the allegations of the claimant. It is stated that the petitioner was unauthorizedly absent from 11-8-99, without any sanctioned leave. He has not sent any intimation regarding sickness of his wife or other ones, burden lies on the claimant to prove it. When claimant reported after his absence on his prayer he was allowed to join his duty after submission of application. Claimant was afforded reasonable and proper opportunity during inquiry by the

inquiry officer, thereafter; he was removed from service vide order dated 18-4-01 with effect from 19-4-01. Claimant remained absent from 11-8-99 and onwards up to 28-4-2000 for which he was served major penalty charge sheet SF-dated 19-5-2000. After issuing the major penalty charge sheet he reported for duty on 11-8-2000 to the concerned Section Engineer. He was allowed to resume his duty and subsequently DAR proceedings started. Sri Har Pal Singh junior engineer was appointed as inquiry officer. During inquiry he was asked to submit the name of the defence helper but he refused for the same vide his application dated 19-11-2000 and insisted for his self defence. Thereafter inquiry officer submitted his report dated 9-2-01. Claimant was habitual offender for unauthorised absence. Photocopies of the letters along-with report dated 9-2-2001 filed as annexure A & B with this. Claimant did not file any appeal before the authority but prefer to approach ALCC without exhausting the channel of DAR so his claim is not tenable. Therefore, claim is liable to be rejected.

6. Both parties have filed documents and adduced oral evidence also.

7. Opposite party filed Annexure A, B and C along with written statement.

8. Claimant filed two documents vide list 13/1, papers are removal order dated 18-4-01 and form no. 7 regarding appointment of inquiry officer.

9. Claimant has also filed 15 papers along with application 12/2 claiming that the originals are in the custody of the opposite party. Paper no. 12/6 is a copy of application dated 11-8-2000 given by the claimant to the department. Paper no. 12/7 is a copy of affidavit, paper no. 12/8 to 12/11 are the photocopies regarding the illness of his wife and other certificates, paper no. 12/12-12/13 is copy of SF-5, paper no. 12/14 is another application of the claimant to the department, paper no. 12/15 is another application of the claimant to the department, paper no. 12/16 is a photocopy of the alleged order passed by the opposite party dated 12-9-2000, paper no. 12/17 is regarding inquiry, paper no. 12/18 is report of the inquiry officer, paper no. 12/19-20 is copy of opposite department filed before ALC Dehradun, paper no. 12/21 is photocopy but not legible pertaining to some order of the opposite party.

10. Opposite party has filed two documents vide list 16/1, paper no. 16/2 is the attested photocopy of the statement of claimant Ram Khilawan in regard to SF-5 and paper no. 16/3 is attested photocopy of the absent period of Ram Khilawan, Muster Roll has also been filed in original.

11. Claimant has adduced himself as a witness W.W.1 Ram Khilawan. Opposite parties has adduced two witnesses out of which M.W. 1 is Sri S. K. Rathore, Head Clerk and M.W.2 is Sri Har Pal Singh Assistant Divisional Engineer N.R.

12. I heard the arguments at length perused the records and evidence and considered the circumstances.

13. During arguments authorized representative has given much emphasis on paper no. 12/16. In this paper there is an order regarding Ram Khilawan for his absence passed by some officer though his name and designation is not legible. This order indicates that Sri Ram Khilawan may be taken on duty and his absence will be deemed as unauthorized. Now it is contended by the claimant that this amounts to punishment and once the punishment has been imposed no further inquiry can be instituted and punishment awarded. I am not at all satisfied with the contention of the claimant. This is not a punishment. Opposite party has specifically stated in their written statement that when the claimant after his absence reported for duty on 11-8-2000, he was allowed to resume his duty and subsequently DAR proceedings were started. I think that there is no legal bar in passing such order permitting him to join the duty and for a thorough investigation for his unauthorized absence to institute the domestic inquiry.

14. Now the only point remains to be examined as to whether the claimant has been given full opportunity to defend his case. Opposite party has filed annexure A which is an important paper. It is an application by the claimant himself given before the enquiry officer on 19-11-2000 regarding the issuance of SF-5 wherein he clearly stated that he has not engaged any Defence representative and he will contest the inquiry himself. Moreover opposite party has also drawn my attention towards paper no. 16/2 which is important paper. During inquiry, inquiry officer tried to find out the truth after putting certain question. If he had put the questions it does not make the inquiry officer bias as contended by the claimant. He admitted in question answer vide paper no. 16/2 that he remained absent with effect from 12-8-99 for about one year. He stated that when he was served with a copy of SF-5, then he had sent the reply by registered post on 18-7-2000, but it was not delivered to the department and the registry has returned back.

15. Regarding this point I would like to say that the burden lies on the claimant to prove that he has sent the registry at a proper address, but he did not prove it. He also admitted that it necessary to give information to the department before the receipt of SF-5, but he stated that due to family problems he could not inform. He also admitted that before this period he had also been absent for about 4 to 8 months. He also admitted that before this he was also served with SF-11 but no penalty was imposed.

16. Now the next important point is regarding the defence is—He was put a question as to whether he wants to take any paper from the opposite party department regarding this inquiry or he wants to put any question from OWI Rampur. He specifically answer that he does not want to take any paper and does not want to ask any question. On the basis of this the inquiry officer has concluded the finding and the disciplinary authority has passed the impugned order. The claimant has wrongly claimed in his claim statement that he had been on sanctioned leave with

effect from 11-8-99 to 9-8-2000. He also wrongly claimed that he had been sending the information from time to time regarding the illness of his wife and his illness to the department. He has not proved any such papers. During inquiry proceedings he did not file any papers or evidence. He did not claim that he wants to produce any evidence before the enquiry officer which has not been considered by the enquiry officer, regarding his unauthorized absence he specifically admitted and it was for the inquiry officer and the disciplinary authority to take the proper decision.

17. There is also no force in the contention of the claimant that they have not filed the original papers so he should be allowed the benefit. I have considered this aspect also. The photocopies which are material to the decision have been filed by the claimant himself and paper no. 16/2 which is an attested copy and its veracity has not been disputed and it has also been verified by the witnesses produced by the opposite party.

18. In the cross w.w.1 admitted that he had not got the sanctioned order before proceeding on leave for the period 11-8-99 to 9-8-2000. He also admitted that he did not file any paper regarding his illness and treatment. He also stated that he has not mentioned in the claim statement when his wife and brother fell ill and got treatment.

19. It is also the contention of the opposite party that the claimant has not filed any appeal against the order of the termination. He has not exhausted all the remedies available to him in the department. I find force in the contention of the opposite party.

20. Therefore, the evidence give by w.w.1 does not inspire confidence. Initially the burden lies on the claimant to prove that he has not been provided sufficient opportunity to defend himself which he has failed. Opposite party produced M.W. 2 Sri Har Pal Singh who is Assistant Divisional Engineer who has conducted the inquiry against the claimant. He specifically stated that full opportunity was given by him to the claimant and his statement was recorded by him. He has proved the papers on which reliance was placed by the opposite party which have been referred by me (supra). He stated that he has sent his inquiry proceedings before the disciplinary authority that passed the reasoned order of removal. His evidence appears to be believable.

21. Claimant has placed reliance mentioned in summary of cases FLR 2003 (96) Note no. 24. I have gone through the principle laid down respectfully.

22. Therefore, on careful consideration of evidence and circumstances of the case, I do not find any sufficient ground to interfere in the matter. Hence reference is decided against the claimant and in favour of the opposite party.

Dated : 23-3-10.

RAM KISHAN, Presiding Officer

नई दिल्ली 8 अप्रैल, 2010

का.आ. 1091—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल इंस्टिट्यूट आफ काटन रिसर्च के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 77, 79 तथा 80/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-4-2010 को प्राप्त हुआ था।

[सं. एल-42012/207, 210, 206/98-आई आर (डीयू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 8th April, 2010

S.O. 1091—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77, 79 & 80/99) of the Central Government Industrial Tribunal/ Labour Court, No. 1, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Institute of Cotton Research and their workmen, which was received by the Central Government on 8-4-2010.

[No. L-42012/207, 210, 206/98-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1
CHANDIGARH**

Case I. D. Nos. 77/99, 79/99 & 80/99.

(1) Shri Nand Lal c/o Shri Darshan Singh, 371/9, Jawahar Nagar, Hissar-125001.

(2) Shri Jagdish Kumar C/o Shri Darshan Singh, 371/9, Jawahar Nagar, Hissar-125001.

(3) Shri Ram Kishor C/o Shri Darshan Singh, 371/9, Jawahar Nagar, Hissar-125001.

... Applicants

Versus

The Head of the Station, Central Instt. of Cotton Research, Regional Station, Sirsa (Haryana)-125055.

... Respondent

APPEARANCES:

For the Workmen : Shri Sandeep Bhardwaj.

For the Management : Shri Amit Sharma.

AWARD

Passed on 26-3-10

This award shall dispose off three industrial disputes and references namely ID No. 79/99, Shri Nand Lal Vs. Central Institute of Cotton Research, ID No. 77/99, Shri Jagdish Kumar Vs. Central Institute of Cotton Research, ID No. 80/99, Shri Ram Kishore Vs. Central Institute of Cotton Research. Common questions of law and facts are involved

in all the three references, hence, all references are adjudicated and answered by this common award.

The references referred by Central Government in both of industrial disputes are as follows :—

(1) In ID No. 79/99, Ref. No. 42012/207/98/IR (DU), dated 25-2-1999, "Whether the action of the management of Central Institute of Cotton Research in terminating the service of Shri Nand Lal S/o Shri Chhajju Ram is legal and justified?" If not, to what relief the workman is entitled?"

(2) In ID No. 77/99, Ref. No. 42012/210/98/IR (DU), dated 25-2-1999, "Whether the action of the management of Central Institute of Cotton Research in terminating the services of Shri Jagdish Kumar S/o Shri Budh Ram is legal and justified? If not, to what relief the workman is entitled?"

(3) In ID No. 80/99, Ref. no. 42012/206/98/IR (DU), dated 25-2-1999, "Whether the action of the management of Central Institute of Cotton Research, in terminating the service of Shri Ram Kishore S/o Shri Ram Lakhan is legal and justified? If not, to what relief the workman is entitled?"

The contentions of the workmen in all the references are that they were appointed as a daily casual worker by the management of Central Institute of Cotton Research. They have completed 240 days of work with the management of respondent. In spite of that neither temporary status have been conferred on them vide policy of the Central Government, of 1993 nor they were permitted to continue with the service. Their services were terminated without notice or one month wages in lieu of notice and without payment of lawful retrenchment compensation. It is stated by the workman Shri Nand Lal that he was engaged by the management on 18-9-90 and his services were terminated on 31-12-94.

The workman Shri Ram Kishore has stated that he was engaged by the management on 19-10-92 and his services were terminated on 31-12-94. Likewise, workman Shri Jagdish Kumar has stated that he was engaged by the management on 31-4-92 and his services were terminated by the management on 31-12-94.

The management of respondent appeared and contested the petition of each workman by filing the written statement. The management has contended that none of the workman has completed 240 days of work in the preceding year from date of their termination, they are not entitled for the benefit of the scheme of 1993 of the department nor they are entitled for any relief. It has also been contended by the management that some other similar situated workmen have approached the Central Administrative Tribunal for the protection of their same rights but their petition was dismissed on the ground that none of them have completed 240 days of work in the year mentioned in the policy 1993.

Parties were afforded the opportunity for adducing evidence. Oral evidence was recorded. Management has also filed the documentary evidence to prove the working days of each workman.

So far as the judgment passed by Central Administrative Tribunal and relied upon by the management is concern the same cannot operate as the principle of precedent because every workman has different working days to his credit. The policy of 1993 requires that on completion of 240 days in the block period mentioned in the policy, the workman shall be conferred the temporary status. It has to be seen independently whether the each workman has completed 240 days of work in the block period mentioned in the policy 1993. On perusal of the records filed by the management relating to the working days of the workman, it is evidently clear that none of the workman has worked for 240 days during the block period mentioned in the policy. Thus, none of the workman was/ is entitled for the protection of the policy 1993. The next issue raised by the workmen is that their termination from the services was illegally and void being against the provisions of the Industrial Disputes Act. It is argued by the learned counsel for the workmen that their services were terminated without notice or one month wages in lieu of notice and without payment of lawful terminal dues. Such type of termination is against the provisions of Industrial Disputes Act and accordingly void and illegal. The management has filed the working days of each workman. For the benefit of this protection the workman has to prove that he has worked for 240 days or more with the management in the preceding year from the date of his termination. As per the statement filed by the management the workman Shri Nand Lal has worked only for 80 days in 1990-91, 230 days in 1991-92, 226 days in 1992-93, 198 days in 1993-94 and only for 65 days in 1994-95. His services were terminated in December 1995. Thus, from January 1994 to December 1995 the workman has worked only for 175 days. It is hereby made clear that for two months i.e. February 1994 and July 1994, the workman has not worked even for a day. In rest of the months the workman has worked intermittently. The workman Shri Nand Lal has also pleaded that juniors to him have been retained in the services but it has been pleaded in garlanding words without any proof. The workman has not proved that any juniors to him was retained in the services and his services were terminated. Thus, the workman Shri Nand Lal has failed to prove all the three contentions i.e. he is entitled for the benefit of policy 1993, he has completed 240 days of working the preceding year from the date of their termination and any juniors to him was retained in the service. Thus, on failure of the workman to prove the above mentioned contentions the workmen Shri Nand Lal is not entitled for any relief.

Likewise, Shri Ram Kishore has worked only for 209 days in the year 1992-93, 201 days in 1993-94 and only for 70 days in rest part of 1994. His services were terminated in December 1994. Thus, from January 1994 to December 1994 he has only worked 178 days in the preceding year from the date of his termination. It is also important that in February 1994 and July 1994 he has not worked even for a day where in rest of the months he has worked intermittently. In some months 7 days, some months 8 days,

some months 9 days etc. It was also pleaded by the workman in this case that his juniors were retained in the service. It has also been pleaded by the workman Shri Ram Kishore, other persons whose services were likely to be terminated approached the Court and they obtained the stay order from the Court and they are still working with the department. The workman has failed to prove the name of those workmen who are still working under any stay order. No stay order has been filed by the workman. Even the particulars of the case have not been mentioned. A copy of fax message was also filed on 1-09-2008. It was faxed from Sirsa, Regional Office of the management at Sirsa to Administrative Officer, CICR Nagpur. This letter was denied by the management that no such letter was faxed. On this issue Administrative Officer once again filed the affidavit and he was again cross-examined on this letter. On this letter he has denied his signature. He has stated in his cross-examination that concern clerk has wrongly faxed this letter. Disciplinary action against the clerk has been taken by the department. In his office original of this letter is not available. The copy of faxed letter bears the initial of Shri Karian the then Director of CICR, Nagpur but the letter placed in the office does not bear such initials from the list, workman is placed at serial no. 11. Smt. Maya at serial no. 7 is no more. Rest of the workmen is working except Shri Ram Kishore. The name of Ram Kishore is mentioned at serial No. 14 and is last name in the list. It is not mentioned in this letter that the workman Shri Ram Kishore has completed 240 days. It is only mentioned that he left the job in December 1994. Thus, if this letter is presume to be true no benefit goes to the workman. Accordingly, the workman has failed to prove that he was entitled to the benefit of the policy 1993, he has completed 240 days of work in the preceding year from the date of his termination and any junior to him is still working with the management of respondent.

Likewise, Shri Jagdish Kumar has only worked for 228 days in the year 1993-94, 184 days in 1993-94 and only 65 days in 1994-95. His services were terminated in December 1995. From January 1994 to December 1995 he has only worked for 156 days in the preceding year from the date of his termination. Thus, the workman Shri Jagdish Kumar has also failed to prove that he was entitled for the protection of the policy 1993 of the department. He has also failed to prove that he has completed 240 days of work in the preceding year from the date of his termination and any junior to him was retained in the services by the management. Thus, workman Shri Jagdish is also not entitled for any relief.

On the basis of the above observations, all the petitions filed by the three workmen mentioned above are liable to be dismissed and none of the workmen is not entitled for any relief. All the three industrial disputes are accordingly answered. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

Chandigarh

G. K. SHARMA, Presiding Officer

1350 GI/10-24

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1092—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल काउंसिल ऑफ रिसर्च होम्योपैथी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 98/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-4-2010 को प्राप्त हुआ था।

[सं. एल-42012/49/95-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 8th April, 2010

S.O. 1092 —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 98/95) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Council of Research Homoeopathy and their workman, which was received by the Central Government on 8-4-2010.

[No. L-42012/49/95-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case I.D. No. 98/95

Sh. Satish Chand Sharma S/o Shri Sri Chand Sharma, Nai Basti Gali No.1, House No. 3/532 Near Chatriwali Dharamshala, Bahadurgarh - 124 507

...Applicant

Versus

The Research Officer, In-charge, Central Council Research Homoeopathy, Government of India, Ministry of Health, 6/430 Model Town, Bahadurgarh - 124 507

... Respondent

APPEARANCES

For the Workman : Shri D. R. Kainth, Advocate

For the Management : None for the Management

AWARD

Passed on : 30-3-10

Government of India vide notification No. L-42012/49/95-IR (DU), dated 28/30-11-95 by exercising its power under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act) referred the following industrial dispute for adjudication to this Tribunal :

“Whether the action of the management of Central Council of Research Homoeopathy the services of Sh. Satish Chand Sharma w.e.f. 9-6-91 is just, fair and legal? If not, to what relief the workman is entitled to?”

This reference was remanded by Hon'ble High Court of Punjab and Haryana after setting aside the award dated 3-12-1999 passed by this Tribunal. This Tribunal vide award dated 3-12-1999 dismissed the claim of the workman on the grounds that management is not an industry. Hon'ble High Court in the Writ Petition No. 9714 of 2000 set aside the award and directed the parties to appear before this Tribunal on 21-12-2009. Consequently, Hon'ble High Court also directed this Tribunal to decide the reference afresh after affording the opportunity of being heard to both of the parties. On 21-12-2009, workman appeared but no one turned up on behalf of the Management. In spite of it, a notice was sent to the Management to appear before this Tribunal on 23-3-2010. On 23-3-2010 workman was present along with learned counsel but no one turned up on behalf of the Management of respondent. Consequently, this Tribunal vide order dated 23-3-2010 proceeded with ex-parte on two grounds.

(1) Hon'ble the High Court while remanded the case to this Tribunal fixed the date for appearance of the parties before this Tribunal, but the Management failed to appear on date fixed by Hon'ble Court on 21-12-2009.

(2) Even after the fixing of date by Hon'ble High Court for appearance of parties, notice was served by this Tribunal upon the Management, but Management failed to appear.

The workman was directed to file oral and documentary evidence, if any, by 26-3-2010. The workman filed his affidavit and some documents in support of his claim. It was specifically directed on 23-3-2010 that respondent shall be at liberty to participate even in ex-parte proceedings according to law. But the Management failed.

The workman was heard at length along with learned counsel. The main dispute in nutshell is that workman was appointed in May, 1990 on the post of Messenger-cum-Night watchman as daily wage worker for a month. His services were extended time to time by the Management and he worked up to 9-6-1991 when his services were terminated without assigning any reason, without notice, without payment of one month wages in lieu of notice and lawful terminal dues. The workman has sought the protection of Section 25G and 25H of the Act on following two grounds:—

1. That he has completed 240 days of work in the preceding year from the date of his termination and his services were terminated without notice or

without payment of one month wages in lieu of notice and lawful terminal dues; and

(2) One junior to him Shri Ram Chander was appointed after termination of his services.

The Management contested the claim of the workman by filing the written statement. It was contended by the Management that on account of seeking retirement by one of the employees of the Management, the workman Shri Satish Chand was appointed for a month on daily wages purely on temporary basis. His services were extended for a fixed term several times. His appointment as a daily wage worker was also approved by the Head Office of the Corporation with certain conditions and the conditions were that his services were purely temporary which may be terminated at any time without assigning any reason. He cannot claim right to regular appointment, seniority etc. on the basis of this service and the post shall be filled in as per the rules of the department.

The Management initiated the proceedings for regular appointment. As per the rules names for suitable persons were requisitioned from Employment Office. The Employment Office sponsored names of eight persons. Four appeared in the interview and none was found fit for the job. Hence, the process of recruitment was cancelled. Again the department approached the Employment Office for sponsoring the names of the suitable candidates. The names of eight persons were referred by the Employment Office. Committee was constituted. The Committee interviewed all the eight persons and selected one Shri Ram Chander suitable for the post. Shri Ram Chander was accordingly, appointed to the post and the services of workman were terminated. All the relevant documents have been filed by the Management. No doubt, the Management did not turned up to this Tribunal, but all the facts mentioned in the statement of claim were admitted by the workman and the learned counsel at the time of arguments. Moreover, the documents filed by the Management are public documents and they can be read over into evidence even in the absence of the Management in ex parte proceedings.

From perusal of all the documents, it is evidently clear that Shri Ram Chander was appointed against substantial post by a established in the rules of the department. He was appointed lawfully. On the other hand the workman was given a temporary appointment on daily wages basis on the conditions that his services were purely temporary and could be terminated at any time without assigning any reasons. It was one of the conditions of his appointment that regular appointment shall be made as per the rules of the department and his working on daily wage basis shall have nothing to do with the regular appointment. As stated earlier, regular appointment was made according to law. Thus, workman might have completed 240 days of work, has no right to post because

he served solely on daily waged casual worker and casual worker has no right to post. Moreover, the appointment of Shri Ram Chander was made lawfully. The appointment process of Shri Ram Chander is not in question nor can be before this Tribunal. This Tribunal cannot grab the power of appointing authority by passing any order regarding re-employment of the workman. It is the established law of service jurisprudence that a temporary employee has no right to post and has nothing to do with the permanent appointment made by the department by following the rules.

Moreover, these two categories of workers namely; casual workers and workers appointed according to law against the substantial post constitute two different groups. The casual workers cannot claim parity with the workers, who have been appointed against the substantial vacancy under the relevant rules of the department. Thus, there is no question for violating any provision of Section 25G of the Act on the ground that Shri Ram Chander was appointed after the termination of his services. Appointment of Shri Ram Chander was a lawful appointment and it is not open for the workman to challenge the appointment under Section 25 H of the Act. Likewise, the provisions of section 25G are also not available to the workman because his services were extended from time to time and when a regular appointment was made by the department as per rules, his services were terminated. Section 25G has nothing to do with the issue of regular appointment made by the department. The services of the workman, as stated earlier, were purely casual. He was paid daily wages and was automatically terminated on appointment of a person by lawful procedure against the vacant post. Accordingly, I am of the view that workman was rightly terminated from the services on account of the regular appointment made by the Management according to law and workman is not entitled to any relief. The industrial dispute and the reference is disposed of ex parte. Let Central Government be approached for publication of Award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1093—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वज्र स्टेशन कैण्टीन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 16,18/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-4-2010 को प्राप्त हुआ था।

[सं. एल-14012/50, 52/2004-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 9th April, 2010

S.O. 1093—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16,18/2005) of the Central Government Industrial Tribunal/Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vajra Station Canteen and their workmen, which was received by the Central Government on 9-4-2010.

[No. L-14012/50, 52/2004-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case ID No. 16/2005 & 18/2005

(1) Shri Prithi Chand S/o Shri Jagiri Ram, C/o Shri J. C. Bhardwaj, President, HPATTUC, HQ Saproom, Solan (Himachal Pradesh).

(2) Shri Ajmer Singh S/o Shri Naudh Ram C/o Shri J. C. Bhardwaj, President, HP ATTUC, HQ Saproom, Solan (Himachal Pradesh).

... Applicants

Verses

(1) The Chairman, Managing Committee, PH & HP (I) Sub Area, Ambala Cantt. (Haryana).

(2) The Chairman, Managing Committee Cell Canteen, 105, Vayu Raksha Regiment C/o 56 APO.

(3) The Chairman, Managing Committee Canteen, 715 (I), AD, Brigade C/o APO.

(4) The Managing, Vajra Canteen, Una (HP).

... Respondents

APPEARANCES

For the Workman : Shri J. C. Bhardwaj

For the Management : Shri Sanjiv Sharma

AWARD

Passed on : 30-3-10

This award shall disposed off following two industrial disputes and references which are as follows:—

(1) ID No. 16/2005, Ref. No. L14012/50/2004-IR (DU), dated 6-4-2005, Shri Prithi Chand Vs. Vajra Station Canteen.

(2) ID No. 18/2005, Ref. No. L14012/52/2004-IR (DU), dated 6-4-2005, Shri Ajmer Singh Vs. Vajra Station Canteen.

The references referred by the Central Government in above mentioned two industrial disputes are as follows:—

(1) ID No. 16/2005, Whether the action of the management of Vajra Station Canteen, Una in terminating the services of Shri Prithi Chand w.e.f. 29-5-2000 without any notice and without any payment of retrenchment compensation is legal and justified? If not, to what relief the concerned workman is entitled and from which date?"

(2) ID No. 18/2005, Whether the action of the management of Vajra Station Canteen, Una in terminating the services of Shri Ajmer Singh w.e.f. 29-5-2000 without any notice and without any payment of retrenchment compensation is legal and justified? If not, to what relief the concerned workman is entitled and from which date?"

Common questions of law and facts are involved in these references, hence, both are taken up for adjudication together. In both of the references it is contended by the workman that they were appointed by respondent no.1 and after their initial appointment, were forced to sign an agreement under duress. The agreement was not valid and genuine being against the public policy. The service conditions of the workmen were changed by the management in violation of the provisions of the Act. Their services were transferred by respondent no.1 to respondent No. 2, 3 & 4. They have worked regularly and had completed 240 days in every calendar year. Their termination was illegal being against the provisions of the Act and against the provisions of Article 14, 15 & 21 of the Constitution of India. Their juniors were retained in the services and new hands were recruited without affording any opportunity to them. Both of the workmen have claimed to be the Government servants under CCA Rules. On the basis of the above facts both of the workmen have requested for setting aside their termination order and for reinstatement of their services with full back wages and other consequential benefits.

The management has raised the preliminary objections in both of the references about the nature of industry. It is contended by the management that it is not an industry. Another objections raised by the management is that each workmen was appointed purely on contract basis and on expiry of the term of the contract, the services of each workmen automatically come to end. The services of the workmen were not terminated by the management of respondent. It was further contended by the management that these canteens has been established and maintained for the military personals and the persons appointed to run the administration of the canteen are bound by the terms and conditions of the appointment letter.

Both of the parties were afforded the opportunity for adducing evidence. Each party filed affidavit in support of their contentions. They were also cross-examined by learned counsels for the opposite parties. Documentary evidence were also filed.

I have heard the parties at length and perused the entire materials on record. The workman has relied upon a judgment of the Hon'ble the Apex Court published in 2001 LAOIC (SC)- 488, Union of India & Others Versus F. Aslam, & Others. The workman has also relied upon the judgment published in 2005 LLR, 417, A. C. Sharma Versus Delhi Stock Exchange and 2007 LLR 322, Punjab National Bank and Others Versus Dev Dutt Sharma and Others. I have gone through the principle laid down by Hon'ble the Apex Court and Himachal Pradesh High Court, as relied upon by the workmen.

The first issue to be decided by this Tribunal is whether the management of canteen is an industry and this Tribunal has jurisdiction to answer the references? Whether a particular organization is an industry or not is settled by Hon'ble the Apex Court in Bangalore Water Supply & Sewerage Board Versus A. Rajappa & Others AIR 1978-SC 548. If the principles laid down by Hon'ble Apex Court in Bangalore Water Supply Case (supra) is considered, the industrial character of any organization can be seen on the basis of activities carried on and functions discharged by it. The functions of the canteen are to provide the services to the military persons by supplying certain commodities of public utility. On the basis of this view, the management of canteen cannot seek exemption from the definition of industry as given by Hon'ble Apex Court in Bangalore Water Supply and Sewerage Board's Case. It is the contention of the management that sovereign function is discharged by the management and as such it is exempted from the definition of industry. I am not inclined to accept this contention on the basis of activities of the canteen and services discharged by it. Accordingly, the management of canteen is an industry as per the definition of industry given in the Industrial Disputes Act and in Bangalore Water Supply and Sewerage Board's case (supra).

It is settled principle of service jurisprudence that if the relief claimed by any workmen could only be given under the provisions of the act, the Tribunal constituted under the provisions of the Act has the jurisdiction to repress the same. The relief sought by the workmen in the claim in question can only be granted under the provisions of industrial disputes act; accordingly, this Tribunal has got the jurisdiction to adjudicate the matter and to redress the grievances of the workmen.

Now, I am answering the other grievances raised by the workmen. By the appointment letter available on record, it is evidently clear that workman was appointed for a fixed term which was extended from time to time and on every extension a fresh appointment letter for a fixed period was given by the management. Every workman has

challenged this agreement being executed under duress. Whenever any party to the bilateral instrument, challenge, the term and conditions of the same on the ground of its execution under duress, he has to prove the duress. There is no iota of evidence nor even pleadings about the nature of duress.

The workmen have relied upon the Aslam's case (supra). In this case Hon'ble the Apex Court has disposed of several civil appeals against the judgment of Central Administrative Tribunal on the issue whether the workman was serving in the unit run canteen are the Government employees? Hon'ble the Apex Court answered in positive that the workmen working or employed in Unit run canteens are Government servants. It is also held by the Apex Court that by it if so only would not entitled them getting all the services benefits, which are available to Government servants or its counterparts serving in the canteens. It would necessarily depend upon the nature and duties discharged by them as well as on the rules and regulations and administrative instructions issued by the employer, Hon'ble the Apex Court also directed the Ministry of Defence, Union of India, to determine the service conditions of the employees at the unit run canteens at an early date, preferably within one month from the date of judgment. In another appeal against the order of Central Administrative Tribunals, Jodhpur Branch, in the same judgment, Hon'ble Apex Court has also held that notwithstanding the fact and that we have recorded the conclusions with the employees serving in Unit run canteens could be treated as Government servants but that does not necessarily mean that the service conditions of such employees are covered by fundamental rules. It will be open for the employer to frame separate conditions of service of the employees to adopt the fundamental rules. There is no decision of the employer that fundamental rules would be applicable to said employees and in the absence of such decision, the Tribunal was not justified to direct that the question of payment of subsistence allowance should be reviewed in accordance with the provisions contained in the fundamental rules. Hon'ble the Apex Court in Aslam's Case (supra) by holding the jurisdiction of Central Administrative Tribunal setting aside the part of the order directing for reviewing the payment of substance allowance in terms of fundamental rules.

The rest two judgments relied upon by the workman re on different issues that if the termination is held up illegal by this Tribunal, a reasonable compensation may be an alternative remedy. Hon'ble Apex Court in AR Pillai Vs. Commanding Officer, Headquarter SSC decide a civil appeal no. 3495/05 on 28-4-2009 in which it was held that such canteens are purely private venture and their employees are in no stretch of imagination employees of Government or CSD's.

I have gone through all the rules framed by the Ministry of Defence after the judgment of the Apex Court

in Aslam case's. The rules provide for payment of salary, other allowances but are silent on the nature of appointment made to the management of canteen. Thus, the validity and illegality of appointment is to be settled by this Tribunal on the basis of the letters issued to the workman from time to time. It is admitted that every workman has worked on the contract. No doubt, they have alleged that they signed an agreement under duress but failed to prove the duress, if any. Moreover, in Pillai's case (supra), Hon'ble the Apex Court had made it clear that such canteens are purely private ventures and their employees are not in any stretch of imagination employees of the Government of CSD's.

Every workman has worked for the period he was appointed and on expiry of the term of contract their services were automatically terminated in terms of the contract. Accordingly, both of the workmen are not entitled for any relief. Both of the references are accordingly answered. Let Central Government be approached for publication of award, and thereafter, file be cosigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1094—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिल्ली डेवलपमेन्ट ऑथोरिटी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 1, दिल्ली के पंचाट (संदर्भ संख्या 90/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-4-2010 को प्राप्त हुआ था।

[सं. एल-42011/65/2006-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 9th April, 2010

S.O. 1094—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 90/2006) of the Central Government Industrial Tribunal/ Labour Court, No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Delhi Development Authority and their workmen, which was received by the Central Government on 9-4-2010.

[No. L-42011/65/2006-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, KARKARDOOMA COURT COMPLEX, DELHI
I.D.NO 90/2006

The General Secretary,
D.D.A. Mazdoor Union,
Room No. 95, Barracks No. 1/10

Jam Nagar House,
Shahjahan Road,
New Delhi - 110001

... Workman

Versus

The Secretary,
Delhi Development Authority,
Vikas Sadan,
I.N.A. Market,
New Delhi

... Management

AWARD

Appointment on compassionate grounds was given to Shri Ved Parkash by the Delhi Development Authority (in short the management) on 1-12-84, since his brother Tej Pal expired in harness on 18-9-84. He was appointed as Beldar on muster roll. His services were disengaged on 28-4-94. He raised an industrial dispute. Government of N.C.T. of Delhi referred that dispute to the Labour Court, which was adjudicated in his favour vide award dated 3-5-02. In pursuance of that award, his services were reinstated. Since he was kept on muster roll, he approached the Delhi Development Authority Mazdoor Union for espousal of his claim for regularization of his services. Accordingly the said union raised a dispute before the Conciliation Officer for regularization of his services by the management. Since conciliation proceedings failed the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-42011/65/2006-IR(DU), New Delhi dated 28-11-06 with following terms:

"Whether the demand of the Delhi Development Authority Mazdoor Union for regularization of service of Ved Parkash, Beldar w.e.f. 1-12-84, in the regular scale of pay as revised from time to time is legal and justified? If yes, to what relief the workman is entitled to?"

2. Claim statement was filed by the Delhi Development Authority Mazdoor Union pleading that Ved Parkash was employed as Beldar on muster roll w.e.f. 1-12-84 on compassionate grounds, since his brother Tej Pal Singh died in harness on 18-9-84. Though Ved Parkash was eligible for appointment as Beldar on work-charged establishment on a regular scale of pay, yet he was appointed as a muster roll employee. His appointment on muster roll was in violation of the policy on the management. His services were terminated on 28-4-94 and an industrial dispute was raised by him. The said dispute came to be adjudication and the management reinsated his services with all benefits. He has been performing duties with the management for the last 20 years on muster roll basis. Non regularisation of services amounts to unfair labour practice. He gets minimum wages while employee of work-charged establishment are paid in pay scale revised from time to time. More than 100 persons are employed by

the management on regular establishment and Ved Parkash has been discriminated. It has been claimed that services of Ved Parkash, Beldar any be regularized on a regular pay scale in work-charged establishment of the management.

3. Contest was given to the claim statement by the management pleading that there is no provision for appointment on muster roll since 25-7-84. The claimant cannot be upgraded from muster roll to work-charged establishment. He does not fall within the ambit of a workman and no industrial dispute exists, for which this Tribunal can invoke its jurisdiction for adjudication. However, appointment of Ved Parkash as a muster roll employee on 1-12-84 on compassionate ground is not disputed. It has been pleaded that since Tejpal, the brother of the claimant, was not working on a regular establishment, the claimant was appointed as a Beldar on muster rolls. It has also not been disputed that his services were disengaged on 27th April, 1994. It is not a matter of dispute that the industrial adjudicator passed an award in his favour and services of Ved Parkash were reinstated with continuity. However a claim has been made that a casual labour/muster roll employee falls in distinct and different category, than work-charged and regular employees of the management. A claim has been made that Ved Parkash is not entitled to be regularized in work-charged establishment of the management on regular pay scale.

4. Ved Parkash has tendered his affidavit in support of the claim. He was cross examined at length on behalf of the management. Shri M. C. Singhal tendered his affidavit as evidence on behalf of the management. He too was cross examined at length on behalf of the claimant. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri B. K. Prasad, authorised representative, advanced arguments on behalf of the claimant. Shri B. Rajeshwar Rao, authorised representative, raised submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

6. Shri M. C. Singhal swears in his affidavit that Tejpal, who was working as Beldar on muster roll and not on work-charged establishment died on 18-9-84. He presents that Ved Parkash was engaged on muster roll basis purely on sympathetic grounds on 1st of December, 84. He went on to depose that Ved Parkash worked as a casual labour on muster roll from 1-12-84 to 27-4-94 with intervals. Since employment on daily wage/ muster roll was totally banned vide order dated 25-7-84, services of Ved Parkash were withdrawn w.e.f. 27-4-94, alongwith others vide order dated 18-4-94. He went on to narrate that he raised an industrial dispute, which was adjudicated in his favour and his services were reinstated. He asserts that services

of muster roll employee is utilized against specific work and when that work comes to an end, services of muster roll employee comes to an end. During the course of his cross examination he concedes that services of Durga Prasad have been regularized w.e.f. 1-5-94, in pursuance of an award dated 29-7-02, which is Ex. WW1/4. He feigned ignorance whether Shri Durga Prasad was appointed in the services of the management on compassionate grounds.

7. Ved Prakash projects that his brother Tejpal, muster roll Beldar with the management, expired on 18-9-84. He was appointed as Beldar on compassionate grounds, on muster roll instead of appointing him against work-charged establishment. His services were terminated on 28-4-94 and industrial dispute raised in that regard was adjudicated in his favour, vide award dated 3-5-2002. His services were reinstated in pursuance of the said award. He has been performing continuous service since then, without regularization on work-charged establishment. Durga Prasad was appointed on compassionate grounds on 1-12-85 on muster roll, whose services were also terminated. He was reinstated in pursuance of an award of industrial adjudicator. Services of Durga Prasad were regularized on work-charged establishment. He projects that non regularization of his services on work-charged establishment amounts to unfair labour practice victimization and discrimination.

8. When facts deposed by rival parties are appreciated, it came to light that thrust of contention of the management has been that the claimant was appointed on muster roll w.e.f. 1-12-84, in violation of order dated 25-7-84, which is Ex.MW1/1. It is not a matter of dispute that Ved Parkash was appointed on compassionate grounds, when his brother Tejpal died in harness on 18-9-84. Government of India has issued O.M. No. 32/4/98-Welfare, dated the 29th July, to 1998 to implement recommendation made in the "Study Report on Welfare Measures for the Central Government Employees" on employment on compassionate grounds. The object of the Scheme is to grant appointment to a dependent family member of an employee dying in harness or who retired on medical grounds, thereby leaving his family in penury and without means of livelihood. The Scheme is to relieve the family of the employee concerned from financial destitution and to help it get over the emergency. Appointment on compassionate grounds are to be made in such a way that person appointed to the post do have essential educational and technical qualifications and experience required for the post. An application for compassionate appointment is not to be rejected merely on the ground that the family of the employee has received the benefits under various welfare schemes. While considering a request for appointment on compassionate grounds, a balanced and objective assessment of financial condition of the family has to be made, taking into account its assets and liabilities (including the benefits received

in various welfare schemes) and all other relevant factors such as number of earning member, size of the family, age of the children and the essential needs of the family. Compassionate appointment should be made available to the person concerned, if there is a vacancy and he or she is found eligible and suitable under the Scheme. An application for compassionate appointment, consequent on death of a group "D" staff, is to be considered with sympathy, by applying relaxed standards, depending on facts and circumstances of the case. Such appointments are to have precedence over absorption of surplus employee and regularization of daily wage/casual workers.

9. The Apex Court in *G. Anantha Rajeshwara Rao* [1994 (1) SCC 192] had considered the scheme of compassionate appointments formulated by the Government of India and ruled that appointment on grounds of descent clearly violates Article 16 (2) of the Constitution, but if the appointment is confined to the son or daughter or widow of the Government servant who died in harness, who need immediate appointment on the ground of immediate need of assistance in the event of there being no other earning member in the family to supplement the loss of income from the bread winner to relieve the economic distress of the members of the family, it is unexceptionable. Again in *Umesh Kumar Nagpal* (JT 1994 (3) SC 525), the Apex Court considered the scheme and laid down following principles in that regard:

(1) Only dependents of an employee dying in harness, leaving his family in penury and without any source of livelihood, can be appointed on compassionate grounds.

(2) The posts in group "C" and "D" are the lowest posts in non manual and manual categories and hence those posts alone can be offered on compassionate grounds.

(3) The whole object of granting compassionate appointments is to enable the family to tide over the sudden crisis and to relieve the family of the deceased from financial destitution and to help it get over the emergency.

(4) Offering compassionate appointments as a matter of course irrespective of financial condition of the family or deceased or medically retired Government servant, is legally impermissible.

(5) Neither the qualification of the applicant (dependent family member) nor the post held by the deceased or medically retired government servant is relevant. If the applicant finds it below his dignity to accept the post offered, he is free not to accept it. The post is not to be offered to cater his status but to see family through the economic calamity.

(6) Compassionate appointment cannot be granted after lapse of a reasonable period and it is not a vested

right which can be exercised at any time in future, and

(7) Compassionate appointment cannot be offered by an individual functionary on an ad hoc basis.

10. In *Asha Ram Chander Ambedker and others* [JT 1994 (2) SC 183] the Apex Court ruled that the High Courts and Administrative Tribunals cannot give directions for appointment of a person on compassionate ground but can merely direct consideration of the claim for such appointment. In *Dinesh Kumar* [JT 1996 (5) SC 319] and *Smt. A. Radhika Therumalai* (JT 1996 (9) SC 197) it was announced that appointment on compassionate ground can be made only, if a vacancy is available for that purpose. In *Rami Devi and others* [JT 1996 (6) SC 646] it was ruled that if the scheme relating to appointment on compassionate ground is accepted to all sort of casual, ad hoc employees, including those who are working as apprentice, then the scheme cannot be justified on constitutional grounds.

11. Catena of decisions were considered by the Apex Court in *Mohd. Rajodian* [2003 (7) SCC 511] and it was laid therein that the purpose of providing compassionate appointments is to mitigate the hardship, caused due to sudden death of the bread winner in the family. It is to relieve the distress of the family that such appointments are made. But these considerations cannot operate when the application is made after a long delay. In *Ankur Gupta* [2003 (7) SCC 704] the Apex Court reiterated that appointment on compassionate ground cannot be claimed as a matter of right. In *Somveer Singh* [2007 (4) SCC 778] it was laid that appointment on compassionate ground is an exception carved out of the general rule that recruitment to public service is to be made in a transparent and acceptable manner, providing opportunity to all eligible persons to participate in the selection process. Such appointments are required to be made on the basis of open invitation of application and merit. Dependents of employee who died in harness do not have any special or additional claim to public services other than the one conferred if any, by the employer. The claim for compassionate appointment and the right, if any, is traceable only to the claimant out of the executive instructions, rules etc. framed by the employer in the matter of providing employment on compassionate grounds. There is no right of whatsoever nature to claim compassionate appointments on any ground other than the one, if any, conferred by the employer by way of schemes or instructions, as the case may be. The court made it clear that the whole object of granting compassionate employment is thus to enable the family to tide over the sudden crisis. The object is not to give a member of such family a post much less than the post held by the deceased. In *M.T. Latheesh* [2006 (7) SCC 350], the Apex Court cautioned that indiscriminate grant of employment on compassionate grounds would shut the

door for employment to the ever growing population of an unemployed youth.

12. Mere receipt of usual family pension and other dues of the deceased employee by his heirs was not sufficient to deny the claim for compassionate appointments. In *Kanwar Parkash Sahu* [1987 (55) FLR 143], High Court of Allahabad was seized with such a situation, wherein it was concluded that mere receipt of usual family pension and other dues would not come in the way of a dependent of the deceased employee seeking appointment on compassionate grounds. In *Jai Singh* (2007 Ind. Law (Delhi) 1384) High Court of Delhi had to consider the scheme for compassionate appointments. It was ruled, relying the precedent in *Govind Parkash Vartha* [2005 (10) SCC 289], that the scheme of compassionate appointment is over and above whatever is admissible to legal representative of the deceased employee as benefits of service, which one gets on the death of the employee. Therefore, compassionate appointment cannot be refused on the ground that any member of the family received the amount admissible under the rules.

13. As admitted by the management Ved Parkash was appointed on compassionate grounds. His appointment on muster roll was not violative of the aforesaid policy. Contention of the management that no one could be appointed on muster roll in pursuance of order dated 25-7-84 which is Ex.MW1/1, is contrary to their own action, since appointment was given by the management to Shri Ved Parkash on compassionate grounds. By the contention, referred above, the management wants to approbate and reprobate their action. Therefore, claim of the management that Ved Parkash could not be appointed on muster roll is uncalled for. Ved Parkash was appointed in pursuance of policy for compassionate appointment and his appointment was in accordance with the rules.

14. Disengagement to services of Ved Parkash on 18-4-94 was violation of legal provisions and it was so held by the industrial adjudicator, vide his award Ex.WW1/1. His services were reinstated in pursuance of the said award. Therefore, Ved Parkash happens to be in continuous service of the management since 1-12-84, the date when compassionate appointment was given to him.

15. Whether the management can keep Ved Parkash as muster roll employee for an indefinite period? Answer lies on negative. Ved Parkash was appointed as a Beldar in pursuance of policy of compassionate appointments. His case cannot be said to be an appointment made de hors the rules. The precedent in *Uma Devi* [2006 (4) SCC 1] nowhere constrains claim of Ved Parkash for regularization, since his appointment was in accordance with the policy for compassionate appointments. Assuming though not

admitting that Ved Parkash was appointed in an irregular manner, in that situation too his case is recovered for regularization as commanded by the Apex Court in the aforesaid precedent. The Apex Court emphasized on the Union of India, the State Governments and their instrumentalities to take steps to regularize services of the persons appointed in irregular manner as a one time measure. It would be expedient to reproduce the command of the court, which are extracted thus:-

“ One aspect needs to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in *S. V. Narayanappa*, *R. N. Nanjundappa* and *B. N. Jagarajan* and referred to in para 159 of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of the court or tribunals. The question of regularization of the services of such employees may have to be considered on merits in the light of the principles settled by this court in the case above referred to and in the light of this judgement. In that context, the Union of India, the State Government and their instrumentalities should take step to regularize as a one time measure, the services of such irregularly appointed, who have worked for ten years or more in duly sanctioned posts but not under cover of orders of the courts or of tribunals and should further ensure that regular recruitments are under taken to fill those vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. This process must be set in motion within six months from this date. We also clarify that regularization, if any already made, but not sub-judice, need not be reopened based on the judgement, but there could be no further by-passing of the Constitutional requirement and regularizing or making permanent, those not duly appointed as per the Constitutional scheme”.

16. There is other facet of the coin. Shri Durga Prasad was appointed on compassionate grounds on 1-2-85. M. C. Shukla concedes that services of Durga Prasad has been regularized on 1-5-94. Can management be permitted to discriminate the claimant, who is at par with Durga Prasad. Answer lies in negative. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals with law should be equal and should be equally administered and that like should be treated a like.

Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover, (a) initial appointments, (b) promotions, (c) termination, of employment, (d) and matters relating to salary, periodical leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

17. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

18. Concept of equality guaranteed by Article 16 of the Constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enabled the state to give favoured treatment to those groups by achieving equality with reference to social needs. Protection discrimination, enabled the state to adopt new strategy to bring underprivileged part with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have a preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time.

19. Durga Prasad and claimant are similarly situated they were appointed in the services of the management as

Beldar on compassionate grounds. When Ved Prakash testified that Durga Prasad was appointed on compassionate grounds, no efforts were made by the management to dispel those facts. Hence, the management could not dispute that Durga Prasad was appointed on compassionate grounds. By no stretch of imagination they are to be placed on different pedestals. The management cannot create different categories for similarly situated persons, since it would amount to discrimination. It has not been shown that the case of the claimant falls on different footings, based on classification of individuals, job or time. Since Durga Prasad and claimant are similarly situated, non regularization of the services of the claimant amounts to discrimination. This Tribunal will come to the rescue of the claimant and accord his fundamental rights by issuing a command to the management to regularize services of the claimant too.

20. The management pressed for use of the precedents in *Daya Nand and Ors* [2008 (10) SCC 1] and *K.B. Ramana and Others* (2007 LLR 338) to support its contention for non regularization of the services of the claimant. As detailed above services of the claimant were engaged in pursuance of scheme for compassionate appointments and not de hors the rules. Therefore, the aforesaid precedents nowhere espouse the claim of the management. The claimant ought to have been appointed against a post on work-charged establishment or a post on regular establishment.

21. Neither the claimant nor the management could bring it over the record as to on which date a regular vacancy was available for regularization of the services of the claimant. In such a situation this Tribunal cannot command as to from which date services of the claimant should be regularized on work-charged or regular establishment. However, his services are to be regularized on or before 1-5-94, the date when services of Durga Prasad were regularised. In view of the aforesaid discussions it is concluded that demand of D. D. A. Mazdoor Union for regularization of services of Shri Ved Prakesh, Beldar w.e.f. 1-5-94 in regular pay scale as revised from time to time is legal and justified. The management is commanded to regularize his services from the date referred above. An award is accordingly passed. It be sent to the appropriate government for publication.

Dated : 26-3-2010

Dr. R. K. YADAV, Presiding Officer